Supreme Court, U.S.
FILED

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No. ____

In the Supreme Court of the United States

ST. PAUL ALBANIAN CATHOLIC COMMUNITY,
a Michigan Non Profit Corporation,
Petitioner,

v.

CARDINAL ADAM MAIDA, in his individual and official capacity of Leader of the ROMAN CATHOLIC ARCHDIOCESE OF DETROIT, ANTON KQIRA and the WARREN CONSOLIDATED SCHOOL DISTRICT,
Jointly and Severally,
Respondents.

On Petition for a Writ of Certiorari to the Michigan Supreme Court

PETITION FOR WRIT OF CERTIORARI

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STATEMENT OF QUESTION PRESENTED

Whether Petitioner Was Unfairly Denied its Fundamental Right to a Full and Fair Opportunity, to Litigate its Action to Quiet Title to Land That it Had Purchased in 1978 and Owned Ever Since? Or Put Another Way Whether the Petitioner Was Denied its Due Process and the Equal Protection of the Law Guaranteed by the 5th and 14th Amendment to the United States Constitution to Raise and Prosecute Fully its Claim to Ownership of Land That it Had Purchased Some 24 Years Earlier?

LIST OF PARTIES TO THE PROCEEDINGS BELOW

PETITIONER

The Petitioner, St. Paul Albanian Catholic Community, is a Michigan Non-profit Membership Corporation that was Formed in 1977 by Elders of the Albanian Community for, among Other Reasons, the Specific Purpose of Acquiring Land in Macomb County upon Which to Build an Albanian Cultural Center and Church.

RESPONDENTS

Cardinal Adam Maida is the Leader of the Roman Catholic Archdiocese of Detroit, Michigan, and Holds Title to All Property Within the Detroit Archdiocese Claimed by the Roman Catholic Church.

The Archdiocese of Detroit is the Administrative Division of the Roman Catholic Church That Encompasses Six Counties in Southeastern Michigan, including Macomb County.

Anton Kqira is an Ordained Roman Catholic Priest Who Was Pastor of St. Paul Albanian Catholic Parish When the Sale of Land at Issue Herein Occurred in 2002.

The Warren Consolidated School District, is a Michigan School District, That Is Organized Pursuant to MCLA §§ 380.1 et Seq. It is Joined Herein as a Necessary Party Because it Closed on the Purchase of Petitioner's Land from the Archdiocese of Detroit in 2002 When this Matter Was Pending in the Michigan Court's, and Now Claims to Own Petitioner's Land.

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10. Copy of Checks Petitioner used to pay Mrs. Tropea for her vendor's interest in the subject parcel

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OPINIONS BELOW

The September 28, 2004 opinion of the Michigan Supreme Court, whose judgment is herein sought to be reviewed, is not reported and is unpublished, and is reprinted in the separate Appendix to this Petition, pp.1a-2a. The Michigan Supreme Court declined to review. The prior opinion of the Michigan Court of Appeals which is neither reported nor published, and was entered March 9, 2004. The case number is 243608, and its is reprinted in the separate Appendix to this Petition, pp. 3a-12a. The initial Order of the Macomb County Circuit Court Judge that dismissed Plaintiff's case with prejudice was entered on August 16, 2002, and is reprinted in the separate Appendix to this Petition at pp.13a-14a. That case number is 02-003297 CH. The circuit court judge's opinion was delivered from the bench that same date. It was recorded by the court stenographer, and is reprinted in the separate Appendix to this Petition at pp. 15a-50a.

JURISDICTION

The Judgment of the State of Michigan Supreme Court was entered on September 28, 2004. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1254(1).

CONSTITUTIONAL PROVISIONS, STATUTES, AND RULES INVOLVED

FIFTH AMENDMENT

This case involves the due process clause of the Fifth Amendment to the U.S. Constitution, which provides as follows:

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

FOURTEENTH AMENDMENT

This case involves the first section of the Fourteenth Amendment to the Constitution of the United States of America, which provides as follows:

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT OF THE CASE

a. The Nature of the Action

This is an action to quiet title to a parcel of land in Warren, Michigan.

b. The Character of the Pleadings

The action was brought pursuant to (Michigan Complied Laws Annotated, hereinafter referred to as MCLA) MCLA § 600.2932, and the applicable Michigan court rule (hereinafter referred to as MCR) MCR 3.411(A)(B)(C) and (D) which, in terms, applies to civil actions to determine interest in land. Petitioner filed on July 23, 2002, a Complaint that met the pleading requirements set forth in MCR 3.411 (B), (2) (a) - (c), i.e., that it set forth with particularity the interest that it claimed in the land in dispute, the interest that the respective Respondents claimed, and also the facts establishing the superiority of its claim. None of the Respondents filed an answer to the Complaint in violation of the requirement of MCR 3.411(c) (2) that they *"attach to the answer a statement of the title on which the pleader relies, showing from whom the title was obtained. . . "* Contemporaneous with the filing of its complaint, Petitioner also filed a Verified Motion for An Order to Show Cause Why a Preliminary Injunction should not issue to prevent the sale, by Respondent Archdiocese, to Respondent Warren Consolidated School District, of the parcel of land that Petitioner has owned since 1978. The Verified Motion was accompanied by a Memorandum in Support and exhibits, such as copies of a land contract and cashier's checks, tendered to support its claim of ownership of the contested parcel. None of the Respondents filed a response to the aforementioned Motion, which came on for a hearing on July 29, 2002.

On July 29, 2002. All parties appeared through their respective counsel. After a brief hearing, an Order was entered, which inter alia required the parties to submit their *"legal position on title to this Court by August 12, 2002" and to " appear before the Court on August 19, 2002 at 9:00 a.m."* A copy of that Order is reprinted in the separate Appendix to this Petition, pp. 51a-52a. The order notwithstanding, no pleadings setting forth the position of any of the Respondents, with respect to the land in dispute, was ever filed, or served upon the Petitioner. The next hearing date of August 19, 2002, Monday, the usual motion day for Macomb County Circuit Court, was changed by stipulation to August 16, 2002, a Friday. On that date the parties appeared, although it was not exactly clear for what purpose.[1] A conference was held in chambers at which counsel for all of the parties was present. At the conclusion of the conference, the court assumed the bench and went on the record. An officer of the Petitioner, Dr. John P. Kelmendi, its treasurer, was present in the courtroom. He requested an opportunity to be heard during what he perceived to be a hearing, because he was involved in the land acquisition and believed that his first hand familiarity with the underlying events might be helpful to the court. Petitioner remains unclear as to the exact nature of the proceedings of Friday, August 16, 2002. Since the case was decided, and a dispositive order entered, there had to have been some sort of dispositive motion, such as a Motion for Summary Disposition pursuant to MCR 2.116. That is

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[1] The parties apparently decided to modify the court's order of July 29, 2002, and entered into a stipulation on August 8, 2002. Pursuant to the aforesaid stipulation, the parties agreed to attend a judicial conference on August 16th in order *"to discuss a possible dismissal or other resolution of this matter, and, if necessary to set a new schedule for answering the complaint and briefing"*. The judicial conference turned into a hearing or trial on the merits.

unlikely, however because that rule requires a written motion, and none was filed by Respondents. Since Petitioner had sought relief under MCR 3.310, the court may have proceeded, erroneously the Petitioner submits if it did, pursuant to MCR 3.310(A)(2) which permits the court, in appropriate circumstances, to advance the trial on the merits and consolidated it with the hearing on the motion. No such order was ever entered. Even so, without Respondents ever having filed any sort of responsive pleadings, with respect to their claim to own the land in dispute, the court held what amounted, in effect, to either a hearing on the merits of Petitioner's Complaint, or a bench trial. At the conclusion of the truncated proceeding, the court ruled that Petitioner had no rights to the land that it had bought and paid for in 1978 and dismissed Plaintiff's Complaint with prejudice A copy of the transcript is reprinted in the separate Appendix to the Petitioner, pp.15a-50a.

c. Substance of Proof

Petitioner's theory of the case is fairly straight forward: It purchased the parcel in question from its owner in 1978 for $95,000. For reasons that are not entirely clear, but which might have been developed during a proper discovery period, the deed of October 10, 1978, from Grantor to Petitioner, was not recorded. The original was apparently lost, or misplaced. During the pendency of this action, Petitioner located a copy of its deed and, together with Lost Deed Affidavits, recorded it with the Macomb County Register of Deeds. Petitioner tendered a copy of its then recorded deed to the Court prior to its ruling of August 16, 2002, which terminated or extinguished Petitioner's interest in the parcel. Petitioner had earlier recorded on that date, i.e., August 16, 2002, the land contract by which it had purchased the vendee interest of the

Woryks. A copy is reprinted in the separate Appendix to the Petition, pp.55a-b.

d. Petitioner's Formation and Purpose

Petitioner, founded in 1977 by a group of respected elders of the local Albanian Community, was organized as a non-profit membership corporation, among other reasons, for the purpose of acquiring a suitable parcel of land in Macomb County on which would be built an Albanian Cultural Center and Catholic Church. The center would host cultural, educational, and social events for the local Albanian Community, including non-Catholic Albanians. There are apparently many Muslim Albanians who live in the area, and they, too, would have been welcome in the cultural center if they chose to attend or host any function therein. Prela Djonovic, the President, devoted many hours of his time towards locating a parcel of land that met Petitioner's needs. At a meeting of the Petitioner, held on November 30, 1977, or before it had acquired the land in question, a resolution was passed that clearly delineated or distinguished Petitioner from the St. Paul Albanian Catholic Parish Council, to whom it is unconnected, and also, in clear and unequivocal terms, stated that the Petitioner would *"remain the sole owner of the property/land and the future buildings, structure erected on the property whose address is 3411 E. 12 Mile Road, Warren, Michigan"*. The Resolution limited the power to alienate the property to Petitioner's Board of Directors. A copy of the resolution is reprinted in the separate Appendix to the Petition, pp. 53a-54a.

e. The Chain of Title

The approximately 5.365 acre parcel, located in Warren, Michigan was owned by the late Virginia Tropea, subject to

a recorded land contract vendee interest of members of the Woryk family, who were purchasing it from her for $95,000. Mr. Djonovic negotiated its purchase on behalf of the Petitioner. The aforesaid land contract dated 6/10/75 was recorded. A copy is reprinted in the separate Appendix to the Petition, pp. 56a-c. Petitioner purchased the Woryk's vendee interest on the following terms: a purchase price of $95,000.00, with a $15,000.00 cash down payment. The balance of $80,000.00 carried an 8% interest rate. A second cash payment of $21,828.45 was to be made to the Woryks on 1/13/78, and responsibility for the balance owed to Mrs. Tropea, or the sum of $58,171.55, was to be assumed by the Petitioner. The Woryks were actually paid the sum of $22,275.64 due to lateness. A receipt signed on 2/1/78 by all of the Woryks involved, and Zef Berishej and Prela Djonovic, on behalf of the community indicates that the sum of $22,275.64 was paid. A copy of that receipt is reprinted in the separate Appendix to the Petition, p. 71a. Petitioner then held directly from Mrs. Tropea, subject to the $58,171.55 that she was owed. It does not appear that the land contract of 12/13/77 from the Woryks to Petitioner was recorded until August 16, 2002. A copy of that land contract is reprinted in the separate Appendix to the Petition, pp. 55a-b. The Woryk's also executed a quit claim deed, to Petitioner on February 1, 1978, which consistent with the land contract of December 13, 1977, reflected a total purchase price of $95,000.00. There is no indication that the quit claim deed of February 1, 1978, from the Woryks to the Petitioner was recorded at that time. Since neither the land contract nor the quit claim Deed was recorded at that time, the land contract of June 10, 1975 from Mrs. Tropea to the Woryks remained as a cloud on her title because no writing appeared of record that disposed of their interest in a manner that satisfied either the statute of frauds, or law in Michigan governing the discharge of a land contract.

On or about October 10, 1978, Petitioner presented Mrs. Tropea with 5 cashier's checks, and one business check from the Archdioceses of Detroit drawn from St. Paul's own account that it maintained with the Archdioceses totaling $57,241.74.

A copy of the aforesaid checks is reprinted in the separate Appendix to the Petition, pp. 58a-59a. She had earlier been paid the sum of $1,000.00 by a personal check in the amount of $500 from Prela Djonovic, President, and by another personal check for $500 from Kolec Pikolini, Petitioner's Secretary at the time. Mrs. Tropea, therefore, was paid in full for her land, and executed a deed to the Petitioner. A copy of that Deed is reprinted in the separate Appendix to the Petition, p. 60a.

Petitioner then turned to other activity associated with building its cultural center and associated church, as it had long planned. In hindsight, their change of focus may, have been premature because, as Petitioner learned during the pendency of this matter, another putative deed exists, and has been recorded, to wit, a warranty deed, dated April 25, 1979, from Mrs. Tropea to John F. Dearden, Archbishop of the Catholic Archdiocese of Detroit.[2] A copy of that deed is reprinted in the separate Appendix to the Petition, p. 60b. The deed purports to convey the subject parcel to the Archdiocese for a consideration of $75,000.00.[3] In informal

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[2] In what Petitioner regards as something of an anomaly, there is recorded at Li 3104, Pa 472 as item #A581923, a document purporting to be a deed from Mrs. Tropea to the Archdioceses of Detroit.

[3] The figure is peculiar because the interest of the Woryks had been bought out for $36,828.45, which should have left a balance

discussions, attorneys for the Archdiocese admitted that it has never paid anyone one red cent for the property. It certainly never paid the late Mrs. Tropea the $75,000 that the deed recites as consideration.[4] There is language in the deed which indicates that the deed was given in fulfillment of the land contract of 6/10/75 to the Woryk's. It also refers to a quit claim deed of March 5, 1979 to Cardinal Dearden.[5] An obvious problems raised by the deed of April 25, 1979 is that Mrs. Tropea, by virtue of the closing held in October of 1978, had no remaining interest in the land to convey to Cardinal Dearden, or anyone else for that matter.

In the intervening years, Petitioner constructed its Albanian Cultural Center and Church, (which was a relatively small part of the total edifice). Except for a loan that it repaid with interest to the Archdioceses, Petitioner paid for the construction with its own funds. After the Cultural Center, with accompanying Catholic church was constructed, Petitioner operated it, and even leased space to the

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of $53,181.55, not $75,000.

[4] While on the subject of the deed of April 25th, a due and diligent computer search has failed to turn up any trace of one Grabela Castiglione, a witness. The other witness, Ms. Acord, was located in Warren, but Petitioner could not locate any trace of Ms. Castiglione after an exhaustive search of all available databases. Petitioner wonders, candidly, if there is such a person? If so, where is he or she? Do we have a fictitious witness? The search engine Petitioner used would have located the witness, even if dead. It located the late Mrs. Tropea, and also located Ms. Acord, but not the second witness.

[5] If it exists no such deed has ever been recorded in Macomb County, and no such deed is reflected in the chain of title as to the subject parcel.

Archdiocese from which it operated a church and programs. To be absolutely clear, the Archdiocese became Petitioner's tenant, and paid it rent, albeit in a nominal amount due to the generosity of Petitioner, but rent nevertheless, for the space that it occupied. Clearly, by paying rent for leased space, Respondents acknowledged that Petitioner owned the premises. Petitioner possesses copies of signed leases with the Archdioceses that ran for an initial 10 year period, or from 1981 through 1992. That lease was subsequently modified or extended so that it ran through 1997. A copy of the modified lease, together with contemporaneous correspondence from Petitioner to the Archdioceses, is reprinted in the separate Appendix to the Petition, pp. 60c-f, 61a.

In its action to quiet title, Petitioner questioned whether the deed of April 25, 1978, upon which the Archdiocese based its claims of ownership was valid, but never got an opportunity to challenge its validity in the Michigan courts.

REASONS FOR GRANTING THE WRIT

1. To Prevent the Manifest Injustice That Would Result If Petitioner Is Prevented from Pursuing its Claim to Quiet Title Pursuant to Governing Michigan Law to Land That it Bought and Paid for in 1978

A. Petitioner Had Standing to Pursue This Action to Quiet Title Under Governing Statutes Relating to Such Actions in Michigan

Petitioner, a fraternal organization comprised of recent immigrants from Albania, came within the ambit of MCLA § 565.604; a statutory savings clause intended to shield or protect a " . . . *religious, fraternal, scientific or benevolent*

society, or corporation . . ." from the consequences of a technical error or omission with respect to a conveyance in which it has an interest. In pertinent part, the statute reads as follows:

> *"No conveyance of land or instrument intended to operate as such . . . made in good faith . . .upon a valuable consideration . . .shall be wholly void by reason of any defect in any statutory requisite . . .*

The statute further reads:

> *Nor because of any failure of such society or corporation to comply with any statutory provisions concerning the organization of such . . .corporation"* . . .

The statute goes on to say that a corporation acquiring title through a conveyance covered by this statute, had the right, or standing, to contest title to any land that it sought to acquire even if it failed to meet all procedural requirements associated with its formation. The statute, in pertinent part, reads as follows: *" . . . the provisions of the statute touching the organization or incorporation of such societies . . . even when . . . not otherwise effectual to the purposes intended . . . still operate as a lawful conveyance of the subject and . . . may be enforced specifically by suit in equity in any court of competent jurisdiction . . ."* (emphasis added) Since the Macomb County Circuit Court was the proper forum to bring a quiet title action for land situated in that County, the statute removes any doubt as to Petitioner's standing because it specifically authorizes Petitioner, a de facto corporation, which operated as or had the character of a fraternal organization and which may not have observed all the

formalities associated with incorporating, to sue in its own name to enforce its rights to its land.

Petitioner sued Respondents to quiet its title, which is precisely the situation contemplated by the statute. The language of MCLA § 600.2932 clearly supports Petitioner's contention that it had standing to remove a cloud on its title.

Section One could not be clearer: "*Any person, whether he is in possession of the land in question, or not, who claims any right in, title to, equitable title . . . may bring an action in the circuit court against any other person who claims any interest inconsistent with the interest claimed by the Plaintiff . . .*"

Petitioner, a corporation organized by Albanian immigrants for fraternal, or benevolent reasons, owned the subject parcel. Respondents claimed an adverse interest, therefore, the statute on its face was applicable. Accordingly, Petitioner had standing to pursue this matter. The decisions of the Michigan courts, which permanently foreclosed Petitioner's right to defend its title without benefit of a fair, full and equal opportunity to make its case in the quiet title action violated Petitioner's right to due process of law under the Fifth and Fourteenth Amendments, as well as its right to the equal protection of the law pursuant to Section One of the Fourteenth Amendment to the United States Constitution.

2. To Vindicate Petitioner's Rights, Guaranteed by the Fifth and Fourteenth Amendment to the United States Constitution, to the Equal Protection of the Law in the Prosecution of its Action to Quiet Title to its Land

A. The Clearly Erroneous Lower Court Rulings Regarding a De Facto Corporation Violated Petitioner's Right to the Equal Protection of the Law

In deciding the motion, later characterized as being one for summary disposition, pursuant to MCR 2.116(C)(10), the trial court improperly rendered judgments or made findings about disputed questions of material fact. *Mole v Abbott Laboratories,* 444 Mich 1, 506 N.W.2d 816 (1993). A material question concerning the existence of a de facto corporation triggered the court's obligation to give Petitioner the benefit of all reasonable doubts, inferences, and the like with respect to the existence of a corporation. *Glazer v Lamkin,* 201 Mich App 432, 506 N.W.2d 570 (1993); *Anderson v Kemper Ins Co.,* 128 Mich App 249, 340 N.W.2d 87 (1983) *(The Court is required to be liberal in giving the non moving party the benefit of any reasonable doubt in finding genuine material issues).* But it did not. It specifically declined to give Petitioner the benefit of any doubt, or favorable inferences regarding whether Petitioner had been created, or had operated as a de facto corporation at the time that it purchased its land in 1978. Failure to do so denied Petitioner's right to the equal protection of the law and also to due process.

The Court of Appeals, in its Opinion which is reprinted in the separate Appendix to the Petition, pp. 8a-9a, held that Plaintiff needed a specific statute in order to acquire realty. That holding violated Petitioner's right to the equal protection

of the law under the 14th Amendment, and its right to due process of law under the Fifth Amendment.

Petitioner created a de facto corporation prior to its purchase of the land. Since Petitioner purchased and held real estate in its name, and paid property taxes on that land to Macomb County in its name, *see, e.g.*, tax bill from June of 1981, which is reprinted in the separate Appendix to the Petition, pp. 67a-70a, then why was it necessary, as the Court of Appeals insists, for Petitioner to show that it was incorporated for the purpose of purchasing property? That assertion is illogical, and wholly inconsistent with the letter and spirit of MCLA § 565.604. More importantly, it is unconstitutional because it violates the Fifth Amendment. Under governing Michigan law, a corporation exists in perpetuity, and may engage in any lawful business, which includes owning property *Bruun v. Cook,* 280 Mich 484, 273, N.W. 774 (1937). *Fletcher, Cyclopedia of the Law of Private Corporations (Perm. Ed)* § *20.* There was no lawful or constitutional basis for the Michigan Court of Appeal's attempt to impose a burdensome requirement that it refer to some statute authorizing it to purchase land. That requirement denied Petitioner the equal protection of the law by imposing unconstitutional requirements upon it that had the effect of denying it access to the court house. For the Court of Appeals to use such sophistry as a basis to deny Petitioner standing to protect its interest in property that it bought and paid for was an unconstitutional act that violated Petitioner's right to the equal protection of the law under the Fourteenth Amendment.

Petitioner purchased the property in 1978, as a corporation, and paid taxes as a corporation, as the Macomb County Tax Bill for fiscal years 1981 clearly shows. The tax bill is reprinted in the separate Appendix to the Petition, pp. 67a-68a. It clearly existed, and acted in a lawful manner when

it purchased the land. If it didn't exist, how did it come to be taxed by Macomb County for property taxes as to the subject parcel five years later? If it didn't exist, how is it that property taxes get paid? If it didn't exist, how then did it become the Archdioceses' landlord for a lease term of 15 years, and on a holdover basis thereafter? A copy of the lease is reprinted in the separate Appendix to the Petition, pp. 60c, 61a. The answer is obvious. If it didn't exist, who passed the resolutions restricting alienation of the land? A copy of the Resolution is reprinted in the separate Appendix to the Petition, p. 53a. It is beyond reasonable dispute that Petitioner existed in 1978, and exercised lawful corporate powers including purchasing, owning and leasing to the Archdiocese some of its property at issue herein. Accordingly, Petitioner had standing to defend its title against efforts by Respondents to simply help themselves to its property. There is no law that circumscribed its right to purchase property, nor its right to defend its title once acquired. Indeed, under the Due Process Clause of the Fifth Amendment and the Equal Protection Clause of the Fourteenth Amendment, no such law is possible. The ruling of the Court of Appeals, therefore, was unconstitutional because it violated both the Fifth and Fourteenth Amendments to the United States Constitution.

Governing Michigan law holds that a company in Petitioner's posture, i.e., that had made good faith but perhaps ineffective or incomplete efforts to comply with all formalities required to incorporate, should be "*. . . recognized by the courts on the grounds of public policy in all proceedings except a direct attack by the state questioning its corporate existence. MCLA § 450.1261(c); see also, 6 Michigan Civil Jurisprudence, Corporations, § 40, p. 135-6.* Petitioner achieved de facto existence by its good faith efforts to organize for any lawful purpose it chose to pursue back in 1977, and, therefore possessed standing to defend its title

against the claims of Respondents to its property. Both lower Court decisions denied Petitioner the equal protection of the law in violation of Section One of the Fourteenth Amendment to the U.S. Constitution.

3. The Doctrine of Laches Was Incorrectly Applied in Lower Court Proceedings

Petitioner acquired the vendee interest of the Woryks in 1978. The recorded land contract, had previously been submitted to the trial court in earlier filings prior to the proceedings of August 16, 2002. A copy of the land contract is reprinted in the separate Appendix, pp. 55a-b. Therefore, Petitioner had acquired, at the very least, an equitable interest in the parcel in question. Accordingly, the doctrine of laches would not come into play until there was repudiation of the title by an adverse claimant. *See,* e.g., *Stonehouse v. Stonehouse,* 156 Mich 43, 120 N.W. 1st 23 (1909), *see, also Steward v. Panek,* 251 Mich App 546, 652 N.W. 2d 232, 239 (2002). No such doctrines could begin to operate until Petitioner became aware that the Archdioceses, who had been its tenant under a written lease since July 11, 1981, was about to sell its property to the School Board. A copy of Petitioner's leases with the Archdioceses is reprinted in the separate Appendix, pp. 60c-f. The circuit court judge improperly speculated, on the basis of a woefully inadequate record, that events in the early 1990s, and the parish's purchase of property in Rochester Hills, somehow, should have constituted notice to Petitioner. Such speculation is contrary to Petitioner's rights under a MCR 2.116 (C)(10) analysis, to the benefit of all favorable inferences.

Petitioner can prove, if given the opportunity, that it leased space, on a long term basis in its building, to the Archdiocese to use for church purposes. Petitioner can further

establish, if given the opportunity - - denied it thus far, by the Michigan courts -- that the lease hold tenancy of the Archdiocese expired about the time that the parish, which is not the same entity as the Petitioner, began making preparations to relocate. It is an entirely plausible scenario that the parish simply planned to end its year to year tenancy with Petitioner and move. These are relevant facts which cut strongly against the application of laches because Petitioner remained the equitable, and legal, owner of the property. Since the trial court was aware of Petitioner's land contract vendee's equitable interest, that fact alone was enough to defeat a MCR 2.116 (C)(10) motion. It is well settled law in Michigan that equitable ownership cannot be lost by laches as long as the equitable owner remains in possession. *In re Estate of Jeffers,* 272 Mich 127, 261 N.W.127 (1935) there is more. Since the Archdiocese had leased space from the time that the Petitioner, with its own money, had built the structure that formerly occupied the site but has since been demolished, it was a mere tenant who, while given favorable terms, was nonetheless a mere tenant. When the Archdiocese's lease expired in 1997, Petitioner acquiesced in the parish continuing to occupy space on the same terms, and so the parish became a hold over tenant. *Kokalis v Whitehurst,* 334 Mich 477, 54 N.W. 2d 628 (1952). Since, beyond reasonable dispute, the parish, and archdiocese rented space from Petitioner commencing in 1981, they were barred by applicable doctrines of estoppel from disputing the Petitioner's title. *See, e.g., Arndt v. Ball,* 335 Mich 595, 56 N.W. 2d 394 (1953).

With respect to the deed of April 25, 1979 -- that Petitioner has consistently asserted to be a forgery or otherwise fraudulent because, *inter alia*, it appears that one of the witness is fictitious - - upon which Respondents rely, and which the lower court claimed constituted constructive notice

of an adverse claim, its dubious status or questionable authenticity constitutes a genuine question of material fact because it was filed at a time when the Archdiocese was unquestionably a tenant of Petitioner. A copy of the lease, modification to same, and accompanying correspondence is reprinted separately in the Appendix, pp. 60c-f, 61a-b. Therefore, Petitioner submits, there existed a genuine question of material fact as to whether the deed of April 25, 1979 constituted notice or not? There also existed a genuine question of material fact whether the deed by which the Archdiocese claims is fraudulent? Although Petitioner posed the question at every level in Michigan, that question still awaits judicial determination. The mere fact that a real possibility exists that the deed may be a forgery, or otherwise fraudulent, further militated against any application of the laches doctrine to prevent Petitioner from pursuing its claim. If it turns out that the Archdiocese's deed is, in fact, a forgery or otherwise fraudulent, then the school district has no claim to the property under any imaginable theory. *Leidel v. Ballbach,* 345 Mich 201, 75 N.W. 2d 860, 861-4 (1956)

The contending deeds, i.e., October 10, 1977 or April 25, 1978 was valid? Both cannot be a valid conveyance of the subject parcel. That fact alone cut against the imposition of laches as a bar to Petitioner's claim. The acceptance of Petitioner's lost deed for filing by the Register of Deeds raised such serious questions as to the validity of the deed of April 25, 1979 that no inference that Petitioner slept on its rights is indicated. The contending deeds also cut against a Section (C)(10) grant of summary disposition because the central question to be resolved in this matter, i.e., which deed is valid, was squarely presented. Moreover, in order for the deed upon which the Archdiocese relies to be able to transmit some rights to a third party purchaser, i.e., the School District, the deed of April 25, 1978 must be proven valid.

Taskey v. Paquette, 36 N.W. 2d 876, 324 Mich 143 (1949). Since Petitioner's formerly lost deed has now been recorded, pursuant to MCLA § 565.451a, which fact was known to Judge Servitto on August 16, 2002, there existed a genuine question of material fact as to which deed was valid? Since under MCLA § 600.2931, and MCR 3.411, each party must prove their own claim to the subject parcel, the Court cannot arbitrarily select one claimant over another. If so, the non-selected party has been denied both due process and the equal protection of the law.

4. To Vindicate Petitioner's Rights, Guaranteed by the Fifth and Fourteenth Amendment, That its Property Shall Not Be Taken from it Without Both Procedural and Substantive Due Process in the Application and Enforcement of the Michigan Laws and Court Rules That Govern Actions to Quiet Title in That State

A. The Lower Court Should Have Declined to Grant Summary Disposition to Respondents. The Pleadings and Exhibits Filed by Petitioner in Accordance with the Governing Statute and Court Rule Had Clearly Established its Claim to the Land.

The Archdiocese never acquired any title to the premises, *Taskey v. Paquette, supra at 880 ¶ 6,* because the deed from Mrs. Tropea upon which it relies was forged or otherwise fraudulent. *See, Horvath v. Nat'l Mortgage Co,* 238 Mich 354, 360, 213 N.W. 202 (1927); *Matthews v Aluminum Acceptance Corp.,* 1 Mich App 570, 137 N.W. 2d 280 (1965). The governing law is that " . . . *where a deed is forged, those innocently acquiring interest under the forged deed are in no better position as to title than if they had purchased with notice." Vanderwall v. Midkiff,* 186 Mich App

191, 463 N.W.2d 219, 270 (1988) In the alternative, the Archdiocese never acquired any title to the subject parcel, because she no longer had any estate to convey, effective October 10, 1978, when Petitioner paid her the balance due of $58,171.55. *Haight v. Salter,* 260 Mich 6, 244 N.W. 209, (1932). *See, also 92 C.J.S. Vendor and Purchaser,* § 396(d) *"The effect of a transfer by the vendor of her title and possession of land." Flinn v Barber,* 64 Ala. 193, 1879 WL 1083 (1879). Since she had been paid the full consideration owed by the Woryks, whose interest Petitioner had purchased, the deed upon which the Archdiocese relies is fraudulent. Equal protection requirements dictate that Petitioner be given a fair and equal opportunity to make its case against the Archdioceses and the other respondents. Thus far, it has been denied a full and fair opportunity to make its case for ownership of its land.

In this situation, i.e., where motives, unexplained conveyances, validity of deeds purporting to convey the same title, and insinuations of some unlawful activity relating to the creation of the deed held by the Archdiocese, were all before the court, summary disposition pursuant to MCR 2.116 (C)(10) in favor of Respondents was inappropriate. *Goldman v. Loubella Extendables,* 91 Mich App 212, 283 N.W.2d 695, 698 (1979). Curiously, it was granted. It is absolutely amazing that a dispositive, oral motion, could be entertained, in so complicated a case where the existence of two deeds to the same land, apparently executed more or less contemporaneously to opposing parties, were known by the court to exist. On its face, that should have been enough for the court to deny the motion, or defer a ruling pending further factual development. At the very least, an evidentiary hearing with respect to the relative *bona fides* of the respective deeds was in order. None such occurred. Petitioner contends that it

was denied due process of law, as well as the equal protection of the law.

The trial court ignored Petitioner's deed, ignored the fact that Petitioner had paid $22,000 thousand dollars for the land contract vendee interest held by the Woryks, ignored the fact that Petitioner had paid Mrs. Tropea $58,000 for the legal title, and also ignored the fact that it had passed resolutions against its alienation. All of that evidence, and more, was before the court on August 16, 2002. Judge Servitto also ignored the facts attesting to Petitioner's *de facto* existence, and denied it the benefit of the doubt on every genuine issue of material fact raised. The trial court turned MCR 2.116(C)(10) on its head, and in so doing, denied Petitioner the equal protection of the law.

The trial Judge made impermissible findings of fact with the most limited foundation or factual basis that one can imagine, as opposed to giving Petitioner the benefit of inferences, assumptions, or other constraints to which it was entitled against an improvident grant of judgment in a MCR 2.116 (C)(10) proceeding. Such a deviation from established practice or procedure, and precedent, denied Petitioner a fair and equal opportunity to quiet title to its property in violation of the Fifth and Fourteenth Amendments to the U.S. Constitution.

5. Petitioner Was Denied Due Process of Law When the Lower Court Summarily Disposed of It's Complaint Pursuant to MCR 2.116(C)(10) Because Respondent Failed to Comply with the Notice Requirements of MCR 2.116(G)(1)

Since we are now certain that the hearing was held pursuant to MCR 2.116(C)(10), because the Court of Appeals

said that it was, Petitioner contends that the hearing absolutely violated its right to due process under the 5th and 14th Amendment to the U.S. Constitution. The lower court ignored the notice requirements governing hearings on dispositive motions set forth in the Michigan Court rules, *see, e.g.,* MCR 2.116(G) *and* MCR 2.119, which fundamental fairness dictates be observed lest due process rights be violated. It ignored the requirement that dispositive motions be written, and that the opposing party have at least 21 days before a hearing is held.

The notice requirement for a dispositive motion is of constitutional dimension. Any proceedings that results in the loss of a claim to property purchased over 20 years earlier, and which had since become very valuable, must meet due process standards or violate the Due Process Clause of the Fifth Amendment. *Beck v Borden, Inc.*, 724 F.2d 44, 38 F.R. Serv. 332, (6th Cir 1984); *Rule v Brine, Inc.*, 85 F.3d 1002 (CA 2 1996); *Employers Ins of Wausau v Petroleum Specialities*, 69 F.3d 98, 33 F.R. Serv. 3d 370 (CA 6 1995); *Goldstein v Fidelity & Guar. Ins. Underwriters*, 86 F.3d 749 (CA 7 1996); see, also, *Williams v Howard Johnson's, Inc.* 323 F.2d 102, 107 (4th Cir., 1963) (Grant of Summary Judgment vacated and remanded so that both parties could have opportunity for full hearing on merits after proper notice when it appeared that there was a good faith misunderstanding as to scope of hearing.) MCR 2.116(G)(a)(i) clearly required Respondents to file a written motion, and supporting brief, at least 21 days before the hearing date. *See, e.g., People v Leonard,* 224 Mich App 569, 569 N.W.2d 669 (1997). Anything less, besides not complying with due process requirements, puts all parties at risk of judicial guesswork, error, or seat of the pants decision making. *"Practice under MCR 2.116 is specifically governed by MCR 2.119. MCR 2.116(G)(1) gives the parties and the court time to prepare for*

a hearing that may result in final disposition of the action."[6] It is particularly offensive to due process where, as here, the decision was rendered, on the spot from the bench, on a dispositive, verbal motion pursuant to MCR 2.116(C)(10) in a complicated case that had only been pending for a total of 3 weeks, which case involved disputed claims to ownership of a valuable parcel of land that Petitioner could prove that it owned. If given the opportunity that due process, fundamental fairness, the Quiet Title Statute and court rules required, Petitioner could have proven that it, and not Respondents, owned the land in dispute.

There is no reason why Respondents should be treated more favorably than any other litigant, and Petitioner disfavored, in all Michigan proceedings to date. Petitioner has been denied due process of law and the equal protection of the law. At the hearing on an oral motion for summary disposition, in a case that was 22 days old and in which Respondents had never filed any responsive pleadings whatsoever, Petitioner was severely prejudiced. Petitioner was unaware of any legal posture that Defendants asserted until the hearing.

Petitioner was not prescient enough to anticipate that a hearing, pursuant to a section of the court rules that required Defendants to file a written motion 21 days prior, would be held on an oral motion. The court was already aware, that Petitioner had, at the very least, an equitable interest in the

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[6] "The 1990 amendments were designed to give the parties and the court additional time to prepare for a hearing on a Motion for Summary Disposition." *See* Michigan Court Rules Practice, Rule 2.116, staff comments p. 358.

parcel created contemporaneously with its acquisition in 1977 of the Woryk's vendee's interest in the land contract, *Gilford v. Watkins,* 342 Mich 632, 70 N.W.2d 695 (1955). Therefore, it clearly could be charged with notice that Petitioner had a colorable claim to the parcel.

Although the question appears to be of first impression in Michigan, it has been decided in other jurisdictions that summary judgment is not an appropriate manner to resolve disputes in actions to quiet title. *See, e.g., Ward v Sampson,* 391 Ill. 585, 63 N.E. 2d 751, 754 (1945); *Loehr v. Stenz,* 291 Wis 361, 263 N.W. 373, 375 (1935). The proceedings on August 16th, however they were later characterized constituted an ambush, and were fundamentally unfair to it. The proceedings denied Petitioner a fair and equal opportunity to prosecute its action to defend its title in violation of the Due Process Clause of the Fifth Amendment, and also denied it the equal protection of the law in violation of the Fourteenth Amendment.

6. The Proceedings below Violated Petitioner's Right to Substantive Due Process under the 14th Amendment to the U.S. Constitution

The proceedings of August 16th, however they are characterized, violated Petitioners rights to substantive due process under the Fourteenth Amendment to the U.S. Constitution. *Glaspy v. Malivoai,* 134 F.Supp. 2d 890 (2001).

Petitioner bought and paid for the parcel at issue herein. The chain of title flows directly from Mrs. Tropea, to the Woryks, to Petitioner, who acquired the equitable interest of the Woryks and later acquired full title interest by Deed, dated October 10, 1978. Somehow, another deed, purportedly from Mrs. Tropea to the Archdiocese, was created, and

subsequently recorded. (It may or may not be significant that the priest who is at the center of all of these dealing, was later defrocked). Petitioner has contended all along that the deed recorded by the archdiocese is a forgery or fraudulent, without lawful effect on Petitioner's title, and, therefore, insufficient to pass any title to the school district or, for that matter anyone else.[7] *Graham v* Sinderman, 238 Mich 210, 213 NW 200 (1927).

Petitioner was entitled, on August 16, 2002, to the benefit of a presumption that its now recorded deed was valid, and that of the archdiocese a hoax, or forgery, or otherwise invalid.

Petitioner got no consideration whatsoever. Its deed, duly recorded in accordance with MCLA § 565.451a, was ignored by the trial Court in clear derogation of its duty to observe established guidelines in deciding motions pursuant to (C)(10). *Henderson v Sprout Bros.*, 176 Mich App 661, 440 N.W.2d 629 (1989), and then give the benefit of all favorable inferences to Petitioner. *Chandler v Dowell Schlumberger Inc.*, 456 Mich 395, 572 N.W.2d 210 (1998). The trial court

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[7] Under Michigan law, a forged deed is a void deed. It conveys nothing, and the recording statutes afford no protection to an innocent, bona fide purchaser for value, because he or she acquires no rights under the forged deed. Thus an innocent purchaser for value under a forged deed is in no better position as to title than if he or she purchased with notice. 7 Michigan Civil Jurisprudence, Deeds of Conveyance, § 84, P. 753-4; *Horvath v Nat'l Mortgage Co.*, 238 Mich 354 213 NW 202 (1927); Moreover, forging a deed is a felony, which bears a possible 14 year prison term. MCLA § 750.248; uttering or publishing a forged deed is, similarly, a felony under Michigan law which carries a maximum term of 14 years imprisonment MCLA § 750.249.

improperly denied Petitioner the benefit of any of the presumptions or inferences to be applied when deciding a motion under MCR 2.116 (C)(10). *Hill v Gen'l Motors Accept Corp.*, 207 Mich App 504, 525 N.W.2d (905) (1994), and also denied Petitioner the equal protection of the law, as well as due process of law. None of the usual, customary or statutorily mandated proceedings occurred in this matter. The entire case is so inexplicable, as to border on the bizarre.

Petitioner has a constitutional right, pursuant to the Fifth Amendment, to the United States Constitution, to a full and fair opportunity to contest title to its land, and further contends that the manner in which the proceedings were conducted within the Michigan judicial system deprived it of that right. In the face of conflicting deeds, the trial court chose to decide, on the basis of a practically non-existent record, that respondents should prevail and therefore Petitioner should lose property that it bought and paid for over 20 years earlier. The Michigan courts totally disregarded Petitioner's right to the due process of law with respect to the deprivation of petitioner property rights when wrested ownership of Petitioner's property from it in violation of its rights under the Fifth Amendment. *See, Dixon v Lowery,* 302 F.3d 857 (8th Cir. 2002)

The trial court violated Petitioner's rights arising under the Fifth and Fourteenth Amendments to the U.S. Constitution, and thereby denied it a full and fair opportunity to protect its property.

CONCLUSION

For the foregoing reasons, the Petitioner respectfully prays that its Petition for a Writ of Certiorari be granted.

Respectfully Submitted,

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APPENDIX A

Michigan Supreme Court

Case No. 02-3297
[Filed: September 30, 2004]
[Entered: September 28, 2004]

ST. PAUL ALBANIAN CATHOLIC COMMUNITY, Plaintiff-Appellant,	)
v.	)
ADAM MAIDA, ROMAN CATHOLIC ARCHDIOCESE OF DETROIT, ANTON KQIRA, and WARREN CONSOLIDATED SCHOOL DISTRICT, Defendants-Appellees.	)

ORDER

On order of the Court, the application for leave to appeal the March 9, 2004 judgment of the Court of Appeals is considered, and it is DENIED, because we are not persuaded that the questions presented should be reviewed by this Court.

I, CORBIN R. DAVIS, Clerk of the Michigan Supreme Court, certify that the foregoing is a true and complete copy of the order entered at the direction of the Court.

September 28, 2004 /s/_____
Corbin R. Davis, Clerk

APPENDIX B

STATE OF MICHIGAN
COURT OF APPEALS

Case No. 02-3297
[Filed: March 12, 2004]

ST. PAUL ALBANIAN CATHOLIC COMMUNITY, Plaintiff-Appellant,	)
v.	)
ADAM MAIDA, ROMAN CATHOLIC ARCHDIOCESE OF DETROIT, ANTON KQIRA, and WARREN CONSOLIDATED SCHOOL DISTRICT, Defendants-Appellees.	)

Before: Fort Hood, P.J., and Bandstra and Meter, JJ.

PER CURIAM

In this real property ownership dispute, plaintiff St. Paul Albanian Catholic Community appeals as of right from an order dismissing its complaint against defendants Cardinal Adam Maida, the Roman Catholic Archdiocese of Detroit

(archdiocese), Father Anton Kqira, and the Warren Consolidated School District (school district). We affirm.

Plaintiff first contends that the circuit court made insufficient factual findings and legal conclusions in support of its decision,, contrary to MCR 2.517(A)(1) and MCR 3.411 (D)(1). We conclude that the circuit court need not have made any specific findings of fact in this case because, as discussed further below, the circuit court granted defendants' motion for summary disposition of plaintiff's complaint. See MCR 2.517(A)(4) (factual findings and legal conclusions "are unnecessary in decisions on motions unless findings are required by a particular rule"). The rule pursuant to which the circuit court summarily disposed of plaintiff's complaint, MCR 2.116, contains no specific requirement that the court make factual findings or conclusions of law. Furthermore, our review of the transcript of the August 16, 2002, hearing reveals that the circuit court made factual findings and conclusions of law that demonstrated its awareness of the property issues presented and its resolution of these issues.[1]

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[1] To the extent that plaintiff argues that defendants failed to comply with court rule requirements that they answer the complaint, plaintiff extinguished any potential error by stipulating that defendants need not file an answer. *People v Carter,* 462 Mich 206, 215-216; 612 NW2d 144 (2000). In a reply brief, plaintiff seeks to undermine the validity of trial counsel's stipulation on the basis that counsel, "in recent conversations with [plaintiff's] officer, has expressly repudiated the document purporting to be a stipulation because its terms were not what she discussed over the phone with" the archdiocese's counsel. Plaintiff offers absolutely no documentation or other substantiation of its bare assertions in this regard, however, and plaintiff has also failed to properly present the issue for appeal by omitting its contention from its primary brief on appeal. *Check Reporting Services, Inc v Michigan Nat7 Bank-Lansing,* 191 Mich App 614, 628; 478 NW2d 893

Plaintiff next asserts that although it timely requested a jury trial with respect to its complaint, the circuit court invaded the jury's province by resolving disputed issues of fact in favor of defendants. Whether the court rules authorize a court to dismiss a case before trial, despite the plaintiff having filed a jury demand, constitutes a legal question that this Court reviews de novo. *State Treasurer v Abbott,* 468 Mich 143, 148; 660 NW2d 714 (2003).

Although defendants did not specify a court rule provision supporting their motion to dismiss plaintiff's complaint, MCR 2.11603)(1) plainly contemplates that "[a] party may move for dismissal of or judgment on all or part of a claim in accordance with this rule." Our review of defendants' arguments at the August 16, 2002, heating plainly reflects their position.that no genuine issues of material fact existed to warrant trial concerning plaintiff's complaint. MCR 2.116(C)(10).[2] Defendants argued that the facts warranted

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(1991).

[2] We decline to consider at length plaintiff's one-sentence argument within its reply brief that the circuit court "proceedings were informal, hurried, lacked coherence, and were conducted without notice that a trial, or hearing was to be conducted," in support of which plaintiff offers neither citations to the record nor legal authority. We note, however, that, within the August 13, 2002, stipulated scheduling order, the parties explicitly acknowledged that the August 16, 2002, hearing would address the potential dismissal of the case. Even assuming that plaintiff properly presented its lack of notice argument on appeal and did not waive the circuit court's adherence to summary disposition procedures, our review of the record indicates that plaintiff suffered no confusion that prejudiced its ability to present its positions regarding the merits of its complaint. *Moy v Detroit Receiving Hosp,* 169 Mich App 600, 605; 426 NW2d 722 (1988).

dismissal of the complaint because they established that (1) plaintiff had no corporate existence until April 2002, and, therefore, lacked standing to file suit, (2) plaintiff had no recorded deed to the property, (3) defendants cOnstitUted good-faith purchasers of the parcel, and (4) laches barred plaintiff's suit.

The circuit court neglected to specifically enumerate what court rule govemed its decision to grant defendant's motion to dismiss. We find, however, that the court acted properly pursuant to the following provision of MCR 2.116(1):

> (1) If the pleadings show that a party is entitled to judgment as a matter of law, or *if the affidavits or other proofs show that there is no genuine issue of material fact,* the court shall render judgment without delay. [Emphasis added.]

See *Yakowich v Dep't of Consumer & Industry Services*,.239 Mich App 506, 510 n6; 608 NW2d 110 (2000) (noting that MCR 2.116(1)(1) does not obligate the court to specify the grounds on which it grants the motion). AS discussed further below, we conclude that undisputed facts, derived from the affidavits and other documentary evidence filed by the parties and Kelmendi's testimony at the hearing; warranted entry of the circuit court's order of dismissal without delay. Because the circuit court dearly considered documentary evidence beyond the pleadings in granting defendants' motion to dismiss, this Court presumes that the circuit court decided the

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On the day of the August 16 hearing, plaintiff filed a lengthy brief together with exhibits in support of its positions, and introduced during the hearing copies of its lost deeds and Kelmendi's testimony. Plaintiff does not argue that the proceedings deprived it of the chance to introduce any specific --evidence or argument.

matter pursuant to MCR 2.116(C)(10). *Krass v Tri-County Security, Inc,* 233,.Mieh App 661, 664-665; 593 NW2d 578 (1999).

Plaintiff's assertion that the Circuit court's entry of the order of dismissal deprived it of its fight to a jury trial lacks merit. Our Supreme Court has held that a party's demand for a jury trial does not preclude a trial court from summarily disposing of a cause of action, provided that no disputed issues of material fact exist. *Moll v Abbott Laboratories, 444* Mich 1, 26-28; 506 NW2d 816 (1993). "[A] jury is charged with resolving disputed facts ... Where the facts of a case are uncontroverted and the only question left is what legal conclusions can be drawn from the facts, the question is for the court and not the jury." *Id.* at 26. Because in this case undisputed facts warranted summary disposition of plaintiff's complaint, the circuit court's order of dismissal did not deprive plaintiff of its fight to a jury trial.

Plaintiff additionally argues that the circuit court erred by concluding that plaintiff lacked standing to bring this quiet title action because it did not incorporate until April 2002. Plaintiff insists that it constituted a de facto corporation at the time it obtained its ownership interest in the contested property, and that ttie court mistakenly opined that "very little evidence" supported plaintiff's existence as a de facto corporation. Whether particular facts support a court's application of the de facto corporation doctrine appears to involve a question of law, which this Court reviews de novo. *State Treasurer, supra*.

The cases cited by plaintiff recognize that the presence of the following circumstances warrants recognition of a de facto corporation: (1) some charter or statute exists pursuant to which the de facto corporation might have organized and

assumed the powers that it purported to possess; (2) the members of the de facto corporation made bona fide efforts to incorporate according to the charter or statute; and (3) the de facto corporation engaged in actual use of corporate powers that it would have obtained pursuant to a proper incorporation under the charter or statute. *Tisch Auto Supply Co v Nelson,* 222 Mich 196, 200-201; 192 NW 600 (1923); *Newcomb-Endicott Co v Fee,* !67 Mich 574, 580-581; 133 NW 540 (1911); *Eaton v Walker,* 76 Mich 579, 585; 43 NW 638 (1889).

Kelmendi's testimony, viewed in a light most favorable to plaintiff, tended to support the fact that in 1976 or 1977 a group of church elders made certain good-faith efforts to create a corporation, including payment of money to an attorney to draft documents, and execution and signature of articles of incorporation that ultimately never were filed. We will assume for purposes of argument that plaintiff's use of corporate powers may be found on the basis of the land contract and deeds it obtained that explicitly recited its corporate status, plaintiff's selection of officers, and its November 1977 meeting and resolution.[3] But nowhere within

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[3] To the extent that plaintiff attempts to expand the record on appeal with reply brief references to documents not presented to the circuit court, this Court will not consider these documents. *Sherman v Sea Ray Boats, Inc,* 251 Mich App 41, 56; 649 NW2d 783 (2002). We further note that plaintiff's lengthy emphasis in its reply brief that the archdiocese knew at all times that plaintiff constituted a corporation has no relevance to the elements of a de facto corporation. *Tisch Auto Supply, supra; Newcomb-Endicott Co, supra; Eaton, supra.* Plaintiff apparently attempts to invoke the distinct doctrine of corporation by estoppel, *Perry & Derrick Co, Inc v King,* 24 Mich App 616, 618-619; 180 NW2d 483 (1970), but fails to set forth any elements of, or authority concerning, this

its brief on appeal or reply brief does plaintiff refer this Court to any particular statute that authorized plaintiff's incorporation for the purpose of purchasing the property. *Sherman v Sea Ray Boats, Inc,* 251 Mich App 41, 57; 649 NW2d 783 (2002) (explaining that a party may not leave it to this Court to search for authority to sustain or reject its position).

Because plaintiff has failed to demonstrate that the circuit court misapplied the de facto corporation doctrine, plaintiff cannot show that the court erred in concluding that plaintiff had no standing to file this quiet title action. To have standing to file a lawsuit, a person or entity must possess a legally protected interest that is in jeopardy of being adversely affected. *In re Foster,* 226 Mieh App 348, 358; 573 NW2d 324 (1997). Because plaintiff undisputedly failed to file its documents of incorporation until April 2002, and, therefore, did not exist at the time of the 1977 and 1978 land contract and deeds pursuant to which the "St. Paul Albanian Catholic Community" purchased an interest in the property, the circuit court correctly found that plaintiff had no legally protected interest in the property.

Plaintiff further contends that the circuit court erred by concluding that laches precluded it from filing this quiet rifle action against defendants.

> The doctrine of laches is a tool of equity that may remedy "'the general inconvenience resulting from delay in the assertion of a legal right which it is practicable to assert.'" It is applicable in cases in which there is an unexcused or unexplained delay in

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doctrine, thus abandoning the issue. *Sherman, supra* at 57.

> commencing an action and a corresponding change of material condition that results in prejudice to a party. *[Dep't of Public Health v Rivergate Manor,* 452 Mich 495, 507; 550 NW2d 515 (1996), quoting *Lenawee Co v Nutten,* 234 Mich 391,396; 208 NW 613 (1926).]

This Court reviews for clear error a trial court's application of the equitable doctrine of laches. *City of Jackson v Thompson-McCully Co, LLC,* 239 Mich App 482, 492; 608 NW2d 531 (2000).

The circuit court reasoned that laches precluded plaintiff from filing this quiet title suit against the archdiocese and the school district because plaintiff took no legal action during the period in the early 1990s when the St. Paul Albanian Catholic Church began considering a relocation, or during the subsequent two-year period that the property had been listed for sale. According to the testimony of Kelmendi and the affidavit of a parishioner submitted by defendant, plaintiff was aware of the congregation's proposed relocation of the church during the early 1990s, and of the parish's 1994 purchase of Rochester Hills property designated as the site for the relocated church. Beginning around 2000, plaintiff failed to take any action during the approximate two-year period that the property was listed for sale, and waited until the archdiocese sold the property to the school district for $1.8 million before filing this action.

Furthermore, irrespective of plaintiff's actual knowledge, plaintiff must be charged with constructive notice of the recorded deed to Cardinal Dearden on behalf of the archdiocese. The May 1979 recording of that deed constituted public notice of a property interest that plainly infringed on plaintiff's asserted title to the contested parcel. MCL 565.25(1) and (4).

In sum, plaintiff waited more than *twenty-three years*--between the 1979 recording and the filing of the instant case in July 2002--to assert any ownership interest in 3411 Twelve Mile. Plaintiff's delay resulted in prejudice to defendants, primarily the school district. *Dep't of Public Health, supra.* In reliance on the archdiocese's recorded title to the property, the school district paid $1.8 million for the property, obtained title insurance, changed the church building's locks, and began implementing its plan to change the church building into a gymnasium.

In light of this record, we cannot conclude that the circuit court clearly erred in determining that laches precluded plaintiff from pursuing this lawsuit. *City of Jackson, supra.* Plaintiff's twenty-three-year delay, and its assertion of its rights only after the school district purchased the property,[4]

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[4] We reject plaintiff's claim that the school district lacked the status of a good-faith purchaser of 3411 Twelve Mile. *Royce v Duthler,* 209 Mich App 682, 690-692; 531 NW2d 817 (1995). Plaintiff reasons that the recorded June 1975 land contract, pursuant to which the Woryks obtained their vendee interest in 3411 Twelve Mile from Tropea, ought to have placed the school district on inquiry of a potential flaw in the subsequently obtained title of the archdiocese because the chain of rifle did not include any clear disposition of the Woryks' interest. Tropea's deed to the archdiocese clearly and unambiguously explains, however, that (1) Tropea's conveyance to the archdiocese was not subject to any potential interests arising from the recorded June 10, 1975, land contract with the Woryks because Tropea's conveyance to the archdiocese occurred in fulfillment of the land contract; and (2) the Woryks conveyed any interest they obtained pursuant to the June 1975 land contract via a March 5, 1979, quitclaim deed to the archdiocese. Even assuming that the school district should have further investigated whether the Woryks had any interest adverse to the title of the archdiocese, the record reflects that the school

"would make it inequitable to enforce the claim against" defendants. *Gallagher v Keefe,* 232 Mich App 363,369; 591 NW2d 297 (1998).

Because plaintiff failed to demonstrate error in the circuit court's finding that it lacked standing to initiate this quiet title action against defendants, and because laches also precludes plaintiff from maintaining this action, we need not consider the merits of plaintiff's claim of title or plaintiff's unpreserved contention concerning a constructive trust. *Alan Custom Homes, Inc v Krol,* 256 Mich App 505, 512-513; 667 NW2d 379 (2003).

We affirm.

/s/Karen M. Fort Hood
/s/Richard A. Bandstra
/s/Patrick M. Meter

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district obtained title insurance on the property that revealed no competing interests in the Woryks or anyone else to the title of the archdiocese, other than the property's encumbrances by governmental or public easements. Moreover, as the circuit court noted, no investigation by the school district into the chain of title would have yielded any potential interest that plaintiff obtained pursuant to its unrecorded instruments of conveyance.

APPENDIX C

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

No. 02-3297
[Filed August 16, 2002]

St. Paul Albanian Catholic,)
Plaintiff,)
)
v.)
)
Adam Maida, et al)
Defendants.)
)

Plaintiff Atty: Tiffany Daugherty

Defendants Atty's: J. Viviano, Robert C. Davis

ORDER OF DISMISSAL WITH PREJUDICE

At a session of said Court, held on 8-16-02.
This cause having been noticed for ___ Discovery Conference, ____Trial, ___ Settlement Conference, ____ Scheduling Conference, _____.

It is Ordered:

1. PL's Complaint and Order to show cause are dismissed with prejudice and on the Merits with no costs to any party; and

2. Title to the property at 3411 Twelve Mile and subject to this lawsuit is quieted in favor of Warren Consolidated School District and PL's notice of Lis pendens shall be withdrawn and recorded as same.

Forthwith; and

3. This order closes this cases and resolves the last pending claim under MCR 2.602 (A)(3).

/s/_____
Circuit Judge

APPENDIX D

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

Case No. 02-3297
[Filed: December 12, 2002]

ST. PAUL ALBANIAN CATHOLIC,
Plaintiff,

vs.

ROMAN CATHOLIC ARCHDIOCESE, et al,
Defendants.

HEARING —VOLUME II

Before the Honorable Deborah Servitto, Circuit Judge, on August 16, 2002, at 40 North Main, 4th Floor, Macomb County Court Building, Mt. Clemens, Michigan.

APPEARANCES:

TIFFANY DAUGHERTY

Appearing on behalf of the Plaintiff

ROBERT DAVIS
JOE VIVIANO

Appearing on behalf of the Defendants

TRANSCRIBED BY:

DAVID A. CUCINELLA
Court Reporter, CSMR-3614

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None		

* * *

Mount Clemens, Michigan

August 16, 2002

(At about 10:15 a.m.)

THE COURT: St. Paul Albanian Catholic Community versus Cardinal Maida. 02-3297 CH. Good morning. Your appearances, please.

MS. DAUGHERTY: Good morning. Tiffany Daugherty appearing on behalf of plaintiff, your Honor.

THE COURT: Can you speak up just a bit?

MS. DAUGHERTY: Excuse me. Tiffany Daugherty appearing on behalf of the plaintiff.

MR. VIVIANO: Good morning, your Honor. Joe Viviano appearing on behalf of Cardinal Maida, the Archdiocese and Father Anton Kqira.

MR. DAVIS: Your Honor, Robert Davis, in the middle

THE COURT: In the middle. Okay.

MR. DAVIS: -- appearing on behalf of Warren Consolidated Schools.

THE COURT: All right.

MR. VIVIANO: And -- and, your Honor, Tony Koola (phonetic), who is a member of the parish council is here with me in court. He's an attorney as well.

THE COURT: Good morning. All right. This is the adjourned date that the court set, actually, for a conference in this matter. You were here originally asking for an injunctive order. There was, actually, a stipulated order that was entered for a period of time. And then you were to go out and do a bit of discovery so this matter could be presented to the court for argument. Who wishes to start?

MR. VIVIANO: I think I can start, Judge.

THE COURT: All right.

MR. VIVIANO: And - and you can tell me if I'm giving you too much information, but I think it might help to give you a little bit of background --

THE COURT: Yeah, that's fine. Information's fine.

MR. VIVIANO: Yeah. Back this this all started back in the late 1970's, Judge. A group of people who came ove rom Albania raised -- a group of Catholic -- a Catholic community -- came over. They raised donations in cash from among themselves. They didn't - they didn't do it by all the protocols and they -- and they -- by that I mean they did all this in cash. It was a cash transaction. They raised it in the name of the Albanian Catholic Church they were trying to form.

They approached the Archdiocese. They asked to come under the umbrella of the Archdiocese of Detroit and they were granted that permission, Judge. And you have an

affidavit in your file from last time we were here. It has some letters indicating the background of those contemporaneous letters. The Diocese informed them yes, you can do this, but if you do if you want to be part of the Archdiocese with all that that entails and all the privileges that gives you, the land needs to be deeded directly to the Archbishop of Detroit. And that's exactly what happened. The land -- the title was deeded to the Archbishop of Detroit. You have the Warranty Deed attached to that affidavit.

THE COURT: Yes, I do.

MR. VIVIANO: As time goes by, entering into the early 1990's the church is growing all the time. And this is -- it's not -- the facility was in Warren, Judge, but the parishioners are scattered throughout the Metro Detroit area staying with the Albanian Catholic community. So there's no geo – there's nothing geographically special about the Warren location. The church was growing ten to fifteen percent a year. And in the mid-1990's they petitioned the Archdiocese. They wanted to construct a new facility out in Rochester Hills.

In 1994 the church buys the new facility in Rochester Hills. After -- and -- and the entire parish community was in support of this move, with the exception of a few -- few persons. They go through years of trying to get the necessary permits and everything that they needed to do, and there was a wetlands issue.

Everyone's aware of this as it's going on. Finally, Judge, everything is ready and the building is constructed. They're ready to move. They move this year. Tony, it was June of this year when the move –

MR. KOOLA: July 14th.

MR. VIVIANO: July 14th, 2002.

THE COURT: So the building was finished and the-

MR. VIVIANO: The building was finished. Everything was done.

THE COURT: July 14th was the actual move into the building?

MR. VIVIANO: Correct.

MR. KOOLA: Actually, your Honor, if I may.

THE COURT: Yeah. If you just want to speak up, please, because you're kind of off the -

MR. KOOLA: On July 14th we had our last Mass at the old church. And as Mr. Davis can attest to, we were paying $300 a day after closing as rental space. After our last Mass, we hadn't gotten our final approval from the fire marshall, but the Father did not want to pay $300 a day. So after Mass he asked everybody in church, let's all just pick up a couple chairs. We had a young fellow, who drives semi-trailers for a living, come up there. They loaded everything in the truck and we moved into the new church on July 14th, and our first Mass was July 21st. But --

THE COURT: Okay. So you actually picked up things -

MR. KOOLA: Yes.

THE COURT: -- from the building.

MR. KOOLA: Everything. Even the altar. The old altar is at the new church.

THE COURT: Okay.

MR. VIVIANO: March, 2002 the sale to Warren Consolidated closes, correct? The Diocese took all the proceeds from that sale, credited it against loans it had given to the Albanian Catholic Parish, St. Paul's. The Diocese loaned them $6,000,000 at a low rate of interest, which is typically what they do, and they will help them build the building.

The one point eight million from the sale in March, all of it was applied -- credited to the parish community against the loans for the new facility. And, Judge, I have an affidavit which these numbers, I thought, were out of order. I received this stuff in piecemeal form this morning. But for the facts I just told you, I have an affidavit from Mary Carlisle, who is the Building Director of the Archdiocese of Detroit, and if I could approach and hand it to you, Judge.

THE COURT: Sure. You can just give it to the deputy there.

MR. VIVIANO: Okay. That affidavit --

THE COURT: Thank you.

MR. VIVIANO: -- that -- that merely attested to the fact that there was an original loan of $5,000,000 for the Rochester Hills facility, an additional bridge loan of $810,853.17, and, finally, that the Diocese credited all the

proceeds to the new from the Warren sale to the new facility. And that's that's marked as Exhibit 5, Judge.

And, I think -- Judge, I think, I can jump right into from that background into the reasons why this case should be dismissed. The case was brought by a very small group of disgruntled parishioners. All three of us have been out to the new facility. Ms. Daugherty went there on a Sunday for a service. It's a beautiful facility. It's packed full of people. And they have on the wall a list of all the parishioners from the Warren parish, and it shows everyone who pledged money for the new facility. And, actually, the parishioners among themselves raised almost $3,000,000. And I'll hand you what has marked as Exhibit 6. This is a list -- a list -- it has all the parishioners from the Warren parish. It shows who pledged money, how much they pledged, how much has been -- has been received to date.

But the -- I think the issues as to why this should be dismissed are fairly simple, Judge. The entity that's suing today had no corporate existence prior to April of this year. So they have no standing. That's not the -- a couple of the people who are involved with this group were involved with collecting funds back in the 1970's. But those funds were not collected on behalf of any entity called St. Paul Albanian Catholic Community. It was collected very informally among people in the parish.

I have the certification from the Bureau of Corporations that says that they did a diligent keyword-search of St. Paul Albanian Catholic Community, and they found nothing before April 24th of 2002. That's marked as Exhibit Number I. Beyond on the fact, Judge, that they have no standing, there is -- there -- it was represented to you last week that there was some missing deed that was directly from the fee owner to the

St. Paul Albanian Catholic Community. That is not true, Judge. I have -- it was -- it was told to you, first of all, that it was -- the deed was given to an attorney named Rudy Volpe (phonetic). I have Mr. Volpe's affidavit, which is marked as Exhibit Number 8, in which he says --

THE COURT: I think your client is asking for you. Is this your client sitting here?

MS. DAUGHERTY: Yes.

THE COURT: He's – he's waving things. So if you want to --

MR. VIVIANO: Do you want me to stop, Judge?

THE COURT: Just for a second. MR. VIVIANO: Okay.

THE COURT: She's – he's giving her some documents or something. All right. So there's an affidavit that's an original, actually. This is the original that should be made a part of the court's record?

MR. VIVIANO: Yes. You can keep that, Judge. I have a copy of it. Mr. Volpe, in the complaint it alleges that he received a deed made out to this group who's suing today, which, first of all, didn't exist; but, second of all, there was no such deed and he attests to that in that affidavit. Judge, and also while I'm thinking of it, can I hand you an affidavit from Mr. Koola here, which gives a lot of the background facts. That's marked as Exhibit 7. A lot of the background facts that I just went over, including the fact that he was present when all of the items -- you were informed a lot of these items were just taken or -I don't know the exact words --

THE COURT: From the curbside or -

MR. VIVIANO: Exactly. He -- he will attest to you that they were all taken to the new church, and as well, Ms. Daugherty and Mr. Davis can also attest to that fact.

THE COURT: Because you all went out and actually looked at the facility.

MR. VIVIANO: Correct.

THE COURT: And the statues at the altar, the icons are --

MR. VIVIANO: Everything is there.

THE COURT: All right.

MR. VIVIANO: On the deed issue, Judge, we have -- so if you -- if you -- there was never was a deed, and even if there was a deed, there's never anything recorded. And I have some proofs of that for you. There's the -- there's the title work when the sale was done to Warren by Greco Title. It shows there is no interest to a St. Paul Albanian Catholic Community. The Archbishop is the owner of the property. That's marked as Exhibit Number 3.

And, in addition to that, Judge, we wanted to do an updated one when this case started, to make sure nothing had happened since then, which we did do. We have -- I have two things: a letter August 15, 2002 from Land America, where it says Land America has completed a search of the public records in Macomb County on the above referenced property and no interest was found pertaining to St. Paul Albanian Catholic Community in their search. That's marked as Exhibit

Number 2. And then I also have the title search work done by Land America marked as Exhibit 4 and it's it just reiterates what the Greco Title work says, there's no interest for St. Paul Albanian Catholic Community.

So even -- even if the group had standing, and even if there was a deed, there's no question that the City of Warren -- first of all, that the Archdiocese took as a good-faith purchaser. And second, even more so, there's no doubt that the city -- or that the Warren Consolidated took as a good-faith purchaser.

Beyond -- beyond on that, Judge, there's a couple other arguments I could raise. This -- this group knew about all this. There was so much that was done in reliance. So I would raise a latches waiver estoppel argument that they all knew the land was bought in '94. They knew millions of dollars were going into constructing this new facility. They knew the sale the building was up for sale for, I believe, a year or -

MR. KOOLA: Yeah, almost two years.

MR. VIVIANO: That building was up for sale that whole time in Warren. They wait all the -- the building was actually sold in March. This complaint is not filed until July. Warren Consolidated is ready to get rolling with the building. All the money's already been applied to the new building. So it's really too late, even if there was anything to do, to do anything about this.

And - and -- I think -- I think that's sufficient for now, Judge.

THE COURT: All right. Counselor.

MS. DAUGHERTY: Your Honor, just for the record. My client has handed me a Quit Claim Deed dated for -- oh, I'm sorry, October 10th of 1978.

THE COURT: All right. Let me see what you have. This deed was never recorded though.

MS. DAUGHERTY: No, apparently not.

THE COURT: And the entity St. Paul Albanian Catholic Community that's named here did not exist as a legal entity according to Michigan records at the time that this purported Quit Claim Deed was executed; is that correct?

MR. VIVIANO: That's correct.

THE COURT: All right. Go on, counselor, what else?

MS. DAUGHERTY: I did also have, your Honor, a lost deed affidavit. However, it has not yet been it hasn't been notarized to date, but it did state that, as far as the proceeds originated from the original sale, basically, that there was the deed that you're holding in your hand.

THE COURT: Okay. The proceeds from the original sale in 19787

MS. DAUGHERTY: Right. This was basically in support of the Quit Claim Deed that you have there.

THE COURT: Okay.

MS. DAUGHERTY: But, again, that - that deed, unfortunately, was not recorded. Let's see. And and, in addition, your Honor, there was a resolution submitted in the

package that I presented earlier, which basically was an agreement as far as the founders and the elders. I think the argument was along the lines of that the elders of the church are the ones who are not in agreement with the sale of the property because of the resolutions that were setup --

THE COURT: Well, let me ask you this one. Even if they're not in agreement with all of this, why would they wait all these years. I mean really because you're talking about securing property in '94 in -- in Rochester, is it, or Troy?

MR. VIVIANO: Rochester Hills.

THE COURT: A building for sale for two years and then after they've moved in, they've conducted a Mass, here we are in court. I mean these are -- when he raises latches, it appears to be a good

MR. KOOLA: Your Honor, if I may

THE COURT: -- argument. Yeah. If you want to move though, please, so you're closer --

MR. KOOLA: -- for one second, your Honor. Being that I know most of these people, and --

THE COURT: Just even the— okay. Go ahead.

MR. KOOLA: Right. On this– one of the purchase agreements where the people signed, Prola Janovic (phonetic), Seth Verisaj (phonetic), Paloka Jolaj (phonetic). Mr. Jaolaj lives in California now. Mr. Verisaj, unfortunately, has passed away. Mr. Janovic is still around. Also and with the check issues, there was a Ji Jojaj (phonetic). He doesn't belong to our parish anymore. He's in another parish. One of

the checks was a George Evasaj (phonetic). He donated to the new church, as you see -- can see, $4000 for the new church. My father donated to the old church. He donated to the new church. Most of these people that were here on this list donated to the new church, and a couple individuals, Mr. Viviano, can go further. I just wanted to bring that to your attention.

THE COURT: Go on, counselor, what else?

MS. DAUGHERTY: Your Honor, there's -- I cannot provide the court with an explanation. I think that word was spreading around as far as there was, you know, the possibility that this would take place. However, I cannot offer the court an explanation.

THE COURT: Well, I guess I also want to knowwas there a basis to this allegation that the icons were stolen or just abandon or -- I mean when we know now that they -- everything was truly moved by the members of the parish.

MS. DAUGHERTY: When we appeared, previously, your Honor, at that time I did not know that there was a second church or a new church in Rochester Hills. And my understanding at that time was that items had been removed from the church by

THE COURT: Client wants to say something, apparently.

DR. KELMENDI: Your Honor, may I -

THE COURT: Sir, you're going to identify yourself, please, for the record.

DR. KELMENDI: John Kelmendi, your Honor, Dr. John Kelmendi. I'm one of the -- actually, I'm the Budget Director and Treasurer of the St. Paul's Albanian Catholic Community.

EXAMINATION

THE COURT: All right. Spell your first name and your last name, please.

DR. KELMENDI: J-o-h-n Kelmendi, K-e-l-m-e--

d- I. And -

THE COURT: Raise your right hand, please, to be sworn.

DR. KELMENDI: Yes.

THE COURT: Do you swear the testimony you're about to give is the truth and nothing but the truth, so help you God?

DR. KELMENDI: Yes, I do, your Honor.

THE COURT: All right. Why don't you try to explain some of these issues.

DR. JOHN KELMENDI

Having been first duly sworn, testified as follows:

DR. KELMENDI: Before I begin, your Honor, the attorney that just spoke, he did not file an appearance. I went and I checked the court this morning.

THE COURT: Which attorney?

DR. KELMENDI: This young man right here, Mr. Koola.

THE COURT: He's not here as an attorney. He's here as a representative --

DR. KELMENDI: Oh, he's a representative.

THE COURT: This is the attorney on behalf

DR. KELMENDI: Okay.

THE COURT: He said he happens to be an attorney as well, but he is here to give fact evidence to this court.

DR. KELMENDI: Okay.

THE COURT: Okay. So go on.

DR. KELMENDI: In -- yes, but he wrote an affidavit.

THE COURT: Anybody can write an affidavit

DR. KELMENDI: I -- I -- I didn't

THE COURT: -- that has knowledge.

DR. KELMENDI: Your Honor, I don't know much about -

EXAMINATION

BY THE COURT:

Q That's why you have an attorney here. I really want you to address --

A Yes.

Q - what you're waving your hands about in the courtroom.

A In -- in 1975, 76, a group of elders was late '75, early '76, we met, the elders. I was a young man, at -at that time, in college. We -- they met. I went along with Ft. Selmi (phonetic). He was also a graduate of St. Mary's College in -- the seminary there. So that's how we --

Q Right. Right.

A -- we knew each other. Ft. Selmi became a priest. When he became a priest, the community split in two.

Q Right.

A Something that happened now, also. The community split in two. What happened is Ft. Selmi suggested that we form ourselves, in 1976, as St. Paul's Albanian Catholic Community, a separate entity from -

Q But you never did anything about it?

A Well, we hired an attorney, Mark Taklenski (phonetic). We -- I paid him, personally, $125 --

Q But nothing was ever done?

A Well, nothing was ever done because Fr. Selmi took the papers that Mr. Taklenski – I was there, your Honor. I'm sorry, I don't have an affidavit, but I can issue you. There were 20 some people there, when everybody signed the corporation papers, and they were given to that time president, which was Paul Janovic. Paul Janovic and I, we took them to Mr. Taklenski. He doubled checked them. Mr. Selmi I mean Ft. Selmi called, the papers were given to Ft. Selmi because he said that was Friday, on Monday he was -- some business he had in Lansing so he was going to register. So we turned them over.

Q So nothing ever happened?

A Nothing ever happened.

Q All right. Go on.

A And I have a resolution here when the community met and Fr. Selmi, who was the –

Q We're talking about the 70's?

A Yes, '70 -- I'm sorry, Judge. In 70 -- in 70's, when we met. And in the resolution there's part of the minutes that was put in a resolution. It says "Resolution, St. Paul's Albanian Catholic Community, a Michigan corporation, whose address is 8311 Dwyer Street, Detroit, Michigan 48211. Whereas, an agreement of founders and elders of the community, it is decided by unanimous vote that St. Paul's Albanian Catholic Community remains the sole owner of the property, land and the future buildings, structures erected on the property whose address is 3411 E. Twelve Mile Road, Warren, Michigan, County of Macomb. And whereas, it is further decided by all present: founders, elders of St. Paul's Albanian Catholic

Community in presence of Rev. Frank Selmi, Pastor, Administrator of St. Paul's Albanian Catholic parish, in his official capacity as representative ex officio, eo, of the Archdiocese of Detroit that St. Paul Albanian Catholic parish, council -- church council remain a separate entity from the St. Paul Albanian Catholic Community, a Michigan corporation. And whereas, it is also decided that future St. Paul Albanian Catholic parish council will not and does not, have the right to sell, convey or dispose of by gift, or sign away any real estate or property belonging to St. Paul Albanian Catholic Community, a Michigan corporation. And whereas, it is so decided by – it's Exhibit 1, your Honor -- it is so decided by all founders, elders of St. Paul Albanian Catholic Community that only the official board of directors of St. Paul Albanian Catholic Community. Representatives: President Paul Janovic; Vice President is ** Bereshaj (phonetic) ; Secretary, Mark **; Treasurer, ** Selmi, and board member, Paloka Jalaj (phonetic) have the full power vested upon by the founders, elders of the community to hold, preserve, convey, sell and/or safeguard the community -- St. Paul Albanian Catholic Community's property, real estate and future building structures erected on the property whose address is 3411 E. Twelve Mile Road, Warren, Michigan, County of Macomb. Now, therefore, we, the elders, founders of St. Paul Albanian Catholic Community, a Michigan corporation do hereby issue this resolution where we all agree. Given by St. Paul Albanian Catholic Community and signed by the president on the 13th day -- 30th day of November, in the year of our Lord, One thousand nine hundred and seventy-seven. President signature, stamp and the seal --

Q Well, I see -- I see that. It's an exhibit. Now --

A So – yes, your Honor.

Q But a resolution does not create and interest in property.

A We bought the property under

Q I mean just to say I resolve, this is mine, does not --

A No. I -

Q -- do it.

A -- understand, your Honor. But we, in 19 -- in December -- in December 13th, 1977, Walter Weick and Irene Weick, his wife, (phonetic); Osick Warrick and Evonca (phonetic) --

Q But don't read me everything that's in there because

A Yes, your Honor.

Q --if you read it to me -

A No.

Q --and then I read it, we'll be here for about ten years

A No. Your Honor, I will just be very brief. They issued us a land contract on December 13th, 1977. In -- then they issued us a quit claim deed in --

Q I see this quit --

A -- February 1st -

Q I see this quit claim deed --

A Yes.

Q -- that you're talking about.

A February 1st, 1978. And then we paid Virginia Trupia (phonetic) on October 1st, which we have submitted in the original pleadings, all the check the way they were paid, and she issued us this -- I am witness. I was one of the witnesses there. So was the Rev. Frank Selmi. John Kelmendi, I'm the witness. Rev. Frank Selmi, Virginia Trupia signed. There was -- this was drafted by Michael J. Mazzola, attorney. Rudy Volpe was there and I object to his -- and I will file a grievance with the commission -- I mean with the -- with the Bar because he misrepresented us by making such a statement. I wish he didn't.

Q All right. But that --

A So --

Q --that's not the way you attack somebody's credibility by saying I object.

A No, Judge, I don't know, Judge. The only thing I know is they are witnesses, who are still alive today, that Rudy Volpe was alone. We paid him $625 for the first land contract deed and the quit claim deed that he never recorded.

Q It was never recorded.

A We have, for the second one, we paid him $300 for this deed and he never --

Q Okay. But that -- that -

A He never recorded it. And we -- he said when we talked to him that he gave it to Fr. Frank Selmi. Frank said everything is taken care of. If you can't trust the priest than --

Q But the Archdiocese said from the very beginning that if you want to be recognized and be a part, the land has to belong to the Archdiocese.

A But - but the -- the Archdiocese responsibility would have - they knew that the community did not want to turn over the land. That's why if this land was to be legal, it should have come from the community, St. Paul's Albanian Catholic Community based on -- based on --

Q Let me just ask you one more question.

A Yes.

Q This has been going on now, this sale --

A Yes, your Honor.

Q --seeking a new church, seeking new land for years. Why in the world would you wait until the last minute to file this lawsuit and then, if this corporation truly existed for all these years, why would it why suddenly in April of this year, did this become a -

A You are absolutely right.

Q --corporation pursuant to Michigan law?

A I have a let - I have a letter from the attorney. I went and I spoke with Mr. Taklenski. He stated that he had -- he has given the papers to Fr. Selmi as -- asked my the

community because Selmi was going to go register the papers. That I can attest to it. I -- so –

Q Oh, no. Well, that's fine. That's why the corporation was never --

A That's right. What happened here, Judge --

Q --registered.

A – is they said they wanted to build another church because they -- our old church holds 1500 people. The new church is only allowed 1100 people. That's is a false statement that somebody --

Q If -- if you're not happy about the church is one thing. We are here to talk about the land.

A Yes.

Q And what I'm saying is they're arguing several things, that you have no standing because you are not a corporation that was in existence at the time that the important aspects of this matter occurred.

A Yes –

Q Now, just a minute. Do not interrupt me. That -- that you have no standing because you are not the St. Paul Albanian Catholic Community that has an interest in this matter. The other argument is is that you have to argue about things in a timely fashion. I mean you have to bring them to court in a timely manner. We have what's called the doctrine of latches, meaning too late. You know, this has all gone on. You waited too long. You sat -- you slept on your rights. You

didn't come in here. That -- to me, you still have answered why all of a sudden you're here.

A Can I address the court, your Honor?

Q Yeah, please, but address actually that question.

A We -- we moved from one place to another. The originals were given to Fr. Selmi to be placed in the original safe that we bought --

Q Sir, just answer my question.

A Yes. I'm just trying to answer, Judge. When we moved from --

Q No. I know that the documents have gone somewhere.

A Yes. When -- when - when --

Q I'm not talking about documents.

A When we moved from place to place, Judge, we tried to find documents. We could not find the documents. They were misplaced.

Q So you're saying you just found documents?

A No. No. We found the documents in April, Judge, of this year. We went -- when we found the documents --

Q And that's why you incorporated in April?

A We incorporated. We went and spoke with Mr. Taklenski. We checked in the computer. We were not incorporated. As far as Mr. Taklenski knew, or we believed --

Q Okay.

A Yes.

Q Why did you wait to bring a lawsuit when the property's been for sale for two years?

A We needed documentation. We went to a lawyer and he said without you have -- showing us something - we had the copies of the checks.

Q All right.

A But we did not have a deed. They said you must show us something else. So once the deed became available as we went through some boxes and we found it, that's when we went and consulted an attorney. On April 12 we went and seek Mr. Davis, an attorney in Southfield. He sat on it.

Q Okay.

A Then we could not wait any longer so we went and we hired Ms. Tiffany Daugherty.

Q Now, this gentleman that's here on behalf of the church -

A Yes.

Q - not as a lawyer, as a fact witness. He said that this original document that you talk about, the elders they sat

down. This one's in California, this one's deceased. This is at the new church. How many people are actually disputing this? Is it just you?

A No.

Q Well, tell me --

A The people -- the -

Q Of these elders?

A All right. The people in --

Q That are in the original document?

A In the original document there is Mark Martini Wachina (phonetic), is the Secretary. It's also Paul Janovic. Myself. There is Dudloosa (phonetic), his brother used to be vice president of the community prior to this --

Q So there's four?

A And others. There is the whole Hamtramck area cannot go all the way to Auburn Hills -- Rochester Hills, your Honor.

Q So you don't like where they're located?

A We had a perfect location. That why we search for almost a year for the location, for the exact location, so would be the closest thing from the eastside, westside, et cetera. There is over 1000 families who are displaced now because of this.

Q Okay. All right.

A And that's what -- and that's what we are trying to do is -- the other elders, who are not present, they're either on vacation overseas. Like Goycaj (phonetic), he is -- he goes to our church. He's not registered with the other church in -- in the Albanian church in Berkley, Michigan. So this is what we are saying, Judge. This is unfair the way things have happened. Yes, it's an unusual thing. Every lawyer who looks at this says -- grabs their head, says how could this have happened, but we trusted the lawyers. We paid them the money. We paid the -- we paid -- the Archdiocese is not disputing that they did not give a dime for this. We borrowed to build a church --

Q The Archdiocese is telling me now, and the church agrees, that every dime that was paid for that property was given back to the church.

MR. VIVIANO: I might add, Judge, too, there was a loan given for the construction of the Warren facility by the Archdiocese. The same type of thing. Low interest loan to pay for the construction.

DR. KELMENDI: And we paid it, Judge. And even for the new construction, the new church, Judge, why are we left in the cold, in the ice, without -- we build for it. We paid for the church. We built it. We paid the Archdiocese the money for it, for the loan. They made money on us. They never -- in order -- based on some laws that I looked up -- I went -- I'm a scholar. I went to Wayne library. And it says the community, for them to hold a legal title, it says the community must -- someone from the community, and that's president, vice president and the treasurer, have to sign over the property. Not Virginia Trupia, she only gave us one quit claim deed. She had no properties to -- to -- to convey or turn over or anything to Archdiocese of Detroit.

We are the legal owners based on the documentation, based on some of the legal documents. There is a federal case that I -- I ran through the computer this morning that's really -- and it's Judge Cook. I don't know the case, but I'll be more than happy to present it to the court with the cite, was upheld by circuit court and federal court, and we would like just the right. If this court decides against us, we'd like to give us a chance for reconsideration or chance to appeal. We'd like to appeal --

BY THE COURT:

Q Well, you always have the right to appeal.

A Yeah, because I don't know how these things are going, Judge. I even talked to my attorney.

Q Well, that's why your attorney will show you why.

A Well, thank you very much, Judge. This is our case. Affidavits. We would like the due process. In order for us to continue with this, we would like to be able to depose Mr. Volpe. We'd like to depose Mr. Taklenski. We would like to depose all these founders and elders.

MR. VIVIANO: Judge --

DR. KELMENDI: And our resolution, based on that -- some of those laws that I saw, Judge. That – our resolution stands. That's what the federal court decide. Based on these resolutions.

THE COURT: Okay. Thank you.

DR. KELMENDI: Thank you, your Honor. I'm sorry.

THE COURT: Yes, Mr. Viviano.

MR. VIVIANO: You know this, Judge, but this is a corporation. He shouldn't -- he can't represent them in what they want to do in the lawsuit. Just a couple brief point, Judge. The checks that are attached to their original complaint that he says were paid to Trupia, the fee owner, none of those are made out to Virginia Trupia. If you look at the complaint, I think it's Exhibit Number 6. The proceeds were raised in cash and then they went out and got cashier's checks, but they have a check to Rev. Frank Camaj (phonetic). You have one to St. Paul Albanian Catholic Church. There's no check to Virginia Trupia.

THE COURT: Right. I see that.

MR. VIVIANO: And then the second I wanted to add, Judge, when you were starting our arguments, I think one of the main ones that -- that you forgot to mention was there's no deed recorded anywhere.

THE COURT: Right.

MR. VIVIANO: Particularly with respect to Warren. I mean how would they have notice of any of this when they came into this?

THE COURT: Oh, you're right. I mean they do a -- they do a title search, there's nothing to indicate that this was -

MR. VIVIANO: I would also --

THE COURT: -- never recorded. We know that. It all admitted.

MR. VIVIANO: And I'd like, lastly, just, Judge, to bring to the court's attention, Mr. Kelmendi has sued Fr. Kquira and the parish. This is the third occasion. This is not some one time aggrieved thing. This is a long-standing, ten year thing. There have been other lawsuits. We've been patient here. And I'm willing to waive any kind of request for sanctions or costs now. But this is the third time we've been here on what we consider to be a frivolous lawsuit. So if we -- we proceed, I want to just advise the court that we would like to pursue any available sanctions.

THE COURT: Anything else on behalf of the school?

MR. DAVIS: Your Honor, very briefly. If I may squeeze right here.

THE COURT: Please.

MR. DAVIS: Number one, with respect to the resolution barred by the statute of frauds. Number two, your Honor is aware that the only testimony you have received from the St. Paul Albanian Community is a series of quit claims. Quit claims claim over only what the people have. There was no discussion before you about warranty deeds. Warren Con has a warranty deed. We passed down from other warranty deeds. We've got to get moving, and echoing the position of the -- of the -of Mr. Viviano, is that at some point we are going to get a little more aggressive with respect to our rights. At this point we're willing to -- to just get out of this thing. But we're being delayed now for our use.

THE COURT: Because you're ready to demolish the building and break ground for your --

MR. DAVIS: We're going to use it as a gym. We were going to hold the structure --

THE COURT: Oh, are you.

MR. DAVIS: -- but we're going to modify it into a gymnasium for the children -- students.

THE COURT: Counselor, anything else? Mr. Viviano makes an important point when he indicates that you are here as a corporate entity. Corporations can only speak through their attorneys in the state of Michigan.

DR. KELMENDI: Your your Honor, may I just address the court because my character was attacked. They said that I have sued the Archdiocese of Detroit twice before.

THE COURT: Yes.

DR. KELMENDI: Yes, they are both open cases. They both gone through as far as the Supreme Court of the State of Michigan and now they're being pursued in federal court because -- and -- and I will provide the court with a copy of everything

THE COURT: Oh, I don't need to know.

DR. KELMENDI: Because, look, when someone have attacked my character, and if they were frivolous, the judges in the Supreme Court and Court of Appeals would have thrown them out.

THE COURT: No. That's – they're saying that they're willing to waive any sanctions and they're willing, at this

point, not to make the assertion that this is a frivolous case, but if it's pursued further on, that that's something they're -- that they are going to pursue. That they believe that they might be entitled to sanctions under the Michigan Court Rules and Michigan statutes.

DR. KELMENDI: And when he said about the checks, that's how the lady requested the checks be made that way, and they were signed at the closing. Everyone signed those checks in the back. And on any one of those checks you will see that if we were not an entity of St. Paul's Albanian Catholic Community, and if we were not recognized, in their memos it says specifically to Fr. Selmi, please, you of St. Paul's Albanian Catholic Community, has done a wonderful job. They refer to it each time. If we were nobodies and if we did not exist, and if we were, as they say, now, they are arguing before the court, why would they issue a check. Because we had an account with our Archdiocese of Detroit. That was our account.

THE COURT: Well, they're saying

DR. KELMENDI: They issued the check to St. Paul's Albanian Catholic Community because we were short $2000-some dollars. They gave us the money. We turned it over, Judge. And that's why their warranty deed has some descripancies in there that every title company --

THE COURT: Okay. That's where we're talking to your lawyer.

DR. KELMENDI: Yeah, okay. Thank you --

THE COURT: Any else --

DR. KELMENDI: -- your Honor.

THE COURT: - you wish to say. I guess - what is the name of your community now?

MR. KOOLA: St. Paul's Albanian Catholic Church, your Honor. The only thing that changed is the location. When we petitioned the Diocese to move, the Diocese gave us the approval. We kept the name, everything. Just the location moved. And, as you can see on the record, your Honor, that the people gave the money -- it's the same people that gave 20 years ago gave this time again, except for a few disgruntled. And --

THE COURT: All right. Counselor, is there, on behalf of the plaintiff, anything else that you wish to say, counselor?

MS. DAUGHERTY: Not at this time, your Honor.

THE COURT: All right. Mr. Viviano, anything briefly.

MR. VIVIANO: I think I'm satisfied, Judge.

THE COURT: All right. Sir, I know how upset you are and it appears that your dispute is really with -- between the parish members. It doesn't have anything to do, at this point, with the property because it's clear that the property was owned by the Archdioccse. It was titled to the Archdiocese as a part of the original agreement when they were accepted into the Catholic community here in Detroit.

Warren Con, you bought the property, you have superior title, you have valid title. There was never a recorded deed.

This resolution, as indicated, is contrary to the statute of frauds. It is not create an interest in property. The corporation, while there's some arguments that there might be some de facto status, there – at this point in time, it is clear that it did not exist as an entity prior to April of 2002. It has not standing to bring this lawsuit. And there's really very little evidence to even suggest the existence of a de facto corporation.

The argument concerning latches, the doctrine of latches is appropriate because this property was for sale for two years. There was a search for the new location even prior to this – to this being placed -or the property in Warren being placed for sale. Latches applies as well.

The court will grant your motion to dismiss. And you can go on and modify the place as your gymnasium because you have superior title. I just hope you save those windows.

MR. DAVIS: We can --

THE COURT: You better do something with those windows. That's just on a personal note.

MR. DAVIS: No. We will.

MR. VIVIANO: Judge, is this a dismissal with prejudice on all parties?

THE COURT: A dismissal with prejudice.

MR. DAVIS: And that the notice of les pendens filed against the property would be lifted forthwith?

THE COURT: It would be and the court orders that.

MR. DAVIS: We'll do an order, Judge.

THE COURT: All right. Do any order. And, sir, of course, your attorney will advise you as to your appellate rights.

MR. VIVIANO: Thanks, your Honor.

MR. DAVIS: Thank you.

DR. KELMENDI: How can we get -- do I speak with your court reporter to get a copy?

THE COURT: You talk to my -- your attorney will speak to the secretary.

DR. KELMENDI: Thank you very much, your Honor.

THE COURT: Yes. Thank you. Yeah, blank order you want? Yeah, they have them.

(Proceedings concluded)

* * * *

REPORTER'S CERTIFICATE

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

I, DAVID A. CUCINELLA, CSMR-3614, Certified Court Reporter acting in and for the 16th Judicial Circuit, Macomb County, State of Michigan, do hereby certify that the foregoing pages 1 through 44, inclusive, was reduced to typewritten form and comprise a true rendition of the proceedings taken by means of video recordation without the benefit of a court reporter present during the proceedings in the above-entitled matter, on August 16, 2002.

I further certify that I, DAVID A. CUCINELLA, will assume no responsibility for any events that occurred during the above proceedings for any inaudible responses by any party or parties that are not discernible on the video of the proceedings.

/s/_____
DAVID A. CUCINLLA - CSMR-3614
Certified Court Reporter

Dated: This 5th day of December, 2002.

APPENDIX E

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

No. 02-3297
[Filed July 29, 2002]

St. Paul Albanian Catholic,)
Plaintiff,)
)
v.)
)
Adam Maida, et al)
Defendants.)
)

Plaintiff Atty: Tiffany Daugherty

Defendants Atty's: J. Viviano, Robert C. Davis

ORDER OF THE COURT

At a session of said Court, held on July 29, 2002.

This cause having been noticed for ___ Discovery Conference, ____Trial, ___ Settlement Conference, ____ Scheduling Conference, _____.

It is hereby Ordered:

1. The Def's, their Agents/Employees, shall not conduct any structural changes or modifications to the structures for 30 days and no items shall be removed from the structures by any party for 30 days; and

2. The Def seller and the PL shall meet within 14 days to determine, if possible, the title issued for the properties; and

3. The Def seller shall investigate the Def Seller's involvement, if any, in the past removal of items from the structures including, statues, Flags, tables, chairs, Alter, Relics, Crosses and Furniture/ office Equipment.

4. The Parties will summit legal positions on title to this court by August 12, 2002 and shall appear before the court on Aug. 19, 2002 at 9:00 a.m.; and

5. In the interim, Def Warren Con. Shall maintain control of the property and its structures subject only to this order.

/s/_____
T. Daugherty for PL

/s/_____
J. Viviano for Archdiocese

/s/_____
R.C. Davis for W. Con.

/s/_____
Circuit Judge

APPENDIX F

RESOLUTION

St. Paul Albanian Catholic Community, a Michigan Corporation, whose address is 8311 Dwyer St. Detroit, Michigan 48211

WHEREAS, upon agreement of Founders/Elders of the Community it is decided by a unanimous vote that St. Paul Albanian Catholic Community remains the sole owner of the property-land and the future buildings, structures erected on the property whose address is 3411 S. 12 Mile Road Warren, Michigan County of Macomb; and

WHEREAS, it is further decided by all present Founders/Elders of St. Paul Albanian Catholic Community in presence of Reverend Prenk Camaj Pastor/Administrator of St. Paul's Albanian Catholic Parish in his official capacity as Representative/ex-officio (e.o.) of the Archdiocese of Detroit, that St. Paul Albanian Catholic Parish council (church council)remain a separate entity from the St. Paul Albanian Catholic Community, a Michigan Corporation; and

WHEREAS, it is also decided that future St. Paul's Albanian Catholic Parish council will not and does not have the right to sell, convey, or dispose of by gift or sign away any real estate or property belonging to St. Paul Albanian Catholic Community, a Michigan Corporation; and

WHEREAS, it is so decided by all Founders/Elders of St. Paul Albanian Catholic Community that only the official

Board of Directors of St. Paul Albanian Catholic Community Representative's President Prela Djonovic, Vice-President Zef Berishaj, Secretary Mark Vucina Martini, Tresurer Nosh Marku Camaj and Board member Paloke Gjielaj, have the full power invested upon by the Founders/Elders of the Community to hold, reserve, convey, sell, and or safeguard the St. Paul Albanian Catholic Community's property/real estate and future buildings, structures erected on the property whose address is 3411 E. 12 Mile Road Warren, Michigan - County of Macomb;

NOW, THEREFORE, we the Elders/Founders of St. Paul Albanian Catholic Community, a Michigan Corporation, do hereby issue this RESOLUTION where we all agree.

Given By St. Paul Albanian Catholic Community and signed by the President on this thirteenth day of November in the year of our Lord one thousand nine hundred and seventy seven.

/s/_____
Prela Djonovic
President

/s/_____
Fr. Prenk Camaj

APPENDIX G

[Fold out exhibits]

Land Contract dated December 13, 1977 [2 pgs]

Land Contract

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

Philip F. Greco TITLE COMPANY

This Contract, Made this 23th day of December, 19 77,

between Walter Woryk and Irene Woryk, his wife, Osyp Woryk and Iwanka Woryk, his wife, hereinafter referred to as the "Seller,"

whose address is 28436 Walker, Warren, Michigan,

and St. Paul Albanian Catholic Community, a Michigan Corporation, hereinafter referred to as the "Purchaser,"

whose address is 8311 Dwyer, Detroit, Michigan 48211

Witnesseth:

1. *THE SELLER AGREES AS FOLLOWS:*

(a) To sell and convey to the Purchaser land in the City of Warren, Village Township Macomb County, Michigan, described as:

Commencing at Southeast corner of Section 7, Town 1 North, Range 12 East, thence West 943.15 feet to the point of beginning, thence West 380 feet, thence North 1 degree 12 minutes 15 seconds East 615 feet, thence East thence East 380 feet, thence South 1 degree 12 minutes 15 seconds West 615 feet to the point of beginning;

12-13-167-472-018

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes;

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is:

Ninety Five Thousand and 00/100- - - - - - - - - - - - - - - ($95,000.00) DOLLARS,

of which the sum of Fifteen Thousand and 00/100- - - - - - - - ($15,000.00) DOLLARS,

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of

Eighty Thousand and 00/100- - - - - - - - - - - - - - - - - - ($80,000.00) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of 8 (8%) per cent. per annum while the Purchaser is not in default, and at the rate of --- (---%) per cent. per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of

$21,828.45 in cash on January 13, 1978 and assumption of ($58,171.55) DOLLARS on first land contract wherein present vendors are vendees and Virginia Tropea is vendee each, or more at Purchaser's option, on the day of each month, beginning, 19; said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within years from the date hereof, anything herein to the contrary notwithstanding.

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the PHILIP F. GRECO TITLE COMPANY OF MT. CLEMENS. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

2. *THE PURCHASER AGREES AS FOLLOWS:*

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2 (e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2 (e) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective.

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

(f) That he has examined { a Title Insurance Policy dated / an Abstract of Title Certified to } covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

55a

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. *THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:*

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

umbrances Seller's le

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

-payment Taxes or urance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1 (b) hereof.

ignment Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

session

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

ht to feit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit the contract served at least ten days prior thereto.

eleration ion

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

ice to chaser

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

ditional ions

(l)

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years prior to the date on this instrument except 20___ No 8/26/98
TED B. WAHBY Macomb County Treasurer BY_____
This certification does not include current taxes now being collected.
Date 8-16-02

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of:

ST. PAUL ALBANIAN CATH. CHURCH

Pjeter Dj[illegible] L.S.
Dilo Djonorio L.S.
Zef Bardhi L.S.
Fatos Alloj L.S.

Pjeter Wright L.S.
Drene Wanyk L.S.
Anya Wanyk L.S.
Ivanka Wanyk L.S.
L.S.

55b

APPENDIX H

[Fold out exhibits]

Land Contract dated June 10, 1975 [3 pgs]

LIBER 2592 PAGE 85

Land Contract

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

Form 1156 10-72 5M

BURTON ABSTRACT & TITLE COMPANY

A307989

This Contract, Made this 10th day of June, 19 75,

Parties

between Virginia Tropea

hereinafter referred to as the "Seller,"

whose address is 3851 Common Warren, Michigan

and Walter Woryk and Irene Woryk, his wife and Osyp Woryk and Iwanka Woryk, his wife

hereinafter referred to as the "Purchaser,"

whose address is 29040 Longview Warren, Michigan

Witnesseth:

Description of Premises

1. *THE SELLER AGREES AS FOLLOWS:*

(a) To sell and convey to the Purchaser land in the City of Warren Macomb County, Michigan, described as: Commencing at the southeast corner of Section 7, town 1 north, range 12 east, thence west 943.15 feet to point of beginning, thence west 380.0 feet, thence north 1 degree 12 minutes 15 seconds east 615.00 feet, thence east 380 feet, thence south 1 degree 12 minutes 15 seconds west 615 feet to point of beginning.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises, and subject to all applicable building and use restrictions, and easements, if any, affecting the premises.

Terms of Payment

(b) That the consideration for the sale of the above described premises to the Purchaser is:

Seventy Five Thousand---------- ($ 75,000.00) DOLLARS,

of which the sum of Eleven Thousand Two Hundred Fifty---------- ($ 11,250.00) DOLLARS,

has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of

Sixty Three Thousand Seven Hundred Fifty---------- ($ 63,750.00) DOLLARS,

is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of Eight (8 %) per cent. per annum while the Purchaser is not in default, and at the rate of Nine (9 %) per cent. per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of

Six Hundred---------- ($ 600.00) DOLLARS

each, or more at Purchaser's option, on the 10th day of each month, beginning July 10th, 19 75; said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within Ten years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

To furnish Title Evidence

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by the BURTON ABSTRACT AND TITLE COMPANY of Detroit. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. *THE PURCHASER AGREES AS FOLLOWS:*

(a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.

(b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

(c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

To Pay Taxes and Keep Premises Insured

(d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

Alternate Payment Method

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2 (e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2 (e) shall be of no effect and the method of payment provided in the preceding Paragraph 2 (d) shall be effective.

Insert amount of advance monthly installment method of taxes and insurance is to be adopted

(e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of ---------- DOLLARS, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2 (d) above when due and before any penalty attaches, and submit receipts therefor to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand.

Acceptance of Title and Premises

(f) That he has examined { a Title Insurance Policy dated / an Abstract of Title Certified to } May 7, 1975 covering the above described premises, and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

56a

Maintenance of Premises

(g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

Mortgage by Seller

3. *THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:*

(a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title

(b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven per cent. per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.

Non-payment of Taxes or Insurance

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1 (b) hereof.

Assignment by Purchaser

(d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.

Possession

(e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, service of such notice shall be preceded by a notice of intent to forfeit this contract served at least ten days prior thereto.

Acceleration Clause

(g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.

(i) Time shall be deemed to be of the essence of this contract.

(j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

Notice to Purchaser

(k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

Additional Clauses

(l) Purchasers are to pay taxes and insurance as they become due.

Interest and possession to commence June 10, 1975

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of

William S. Orosz

John W. Hryshko
JOHN W. HRYSHKO

Virginia Tropea
Virginia Tropea

Walter Woryk
Walter Woryk

Irene Woryk
Irene Woryk

Osyp Woryk
Osyp Woryk

Iwanka Woryk
Iwanka Woryk

56b

STATE OF MICH.
COUNTY OF

BURTON
ABSTRACT & TITLE COMPANY

FORM OF

Land Contract

WITH ALTERNATE TAX AND INSURANCE PROVISIONS

_____

_____

TO

_____

_____

CITY OF DETROIT TAXES become a lien on July 15th and are payable from that date to August 31st without penalty. This tax may be paid in two parts, without interest, if one-half is paid on or before August 15th, and the second half paid on or before January 15th. The fiscal tax year is July 1st to June 30th.

WAYNE COUNTY TAXES become a lien on December 1st and are payable from that date to January 15th without penalty. The fiscal tax year is December 1st to November 30th.

THE ALTERNATE TAX AND INSURANCE PAYMENT METHOD

A choice of methods for payment of taxes and insurance is provided by this contract.

FIRST METHOD—*Direct payment by Purchaser*

If the purchaser is to pay taxes and insurance, the blank spaces in Paragraph 2 (e) should be left blank.

SECOND METHOD—*Installment Payment to Seller*

If the purchaser is to pay taxes and insurance to the Seller in installments, the estimated monthly installment should be entered on the blank space in Paragraph 2 (e).

Accounting: Such installments should be included with principal payments and deducted from the unpaid principal when paid. When the Seller pays taxes or insurance, the amount paid should be added to the unpaid principal, and a note of the item paid should be made in the margin.

If this Second Method is used, it may be desirable for the Purchaser, at the time of closing, to advance enough money for taxes and insurance, so that said advancement plus installments to become due will be sufficient to cover the first year's taxes and insurance.

BURTON
ABSTRACT & TITLE COMPANY

TITLE INSURANCE
ABSTRACTS
ESCROWS

METRO SERVICE CENTER
1650 West Big Beaver Road
TROY 48084
643-9000

METRO AREA SATELLITE OFFICES:

WESTBROK
19360 Grand River Ave.
DETROIT 48223
537-1900

DOWNTOWN
701 Griswold St.
DETROIT 48226
964-5300

EAST SIDE
21131 Mack Ave.
GROSSE POINTE WOODS 48236
884-5432

DEARBORN
23520 Michigan Ave.
DEARBORN 48128
563-4492

PLYMOUTH
498 S. Main St.
PLYMOUTH 48170
453-0700

WARREN
8243 - 12 Mile Rd.
WARREN 48093
757-1640

MT. CLEMENS
2 South Gratiot
MT. CLEMENS 48043
463-6423

DRAYTON PLAINS
4436 W. Walton Blvd.
DRAYTON PLAINS 48020
674-4147

MICHIGAN BRANCH OFFICES

CALHOUN COUNTY
134 Capital Ave., N.E.
BATTLE CREEK, MICHIGAN 49014
Phone 968-3313 (Area Code 616)

GENESEE COUNTY
1221 South Street
FLINT, MICHIGAN 48503
Phone 787-3860 (Area Code 313)

KENT COUNTY
One, The Trust Bldg.
GRAND RAPIDS, MICHIGAN 49502
Phone 451-2891 (Area Code 616)

SAGINAW COUNTY
406 First Savings & Loan Bldg.
SAGINAW, MICHIGAN 48607
Phone 753-7704 (Area Code 517)

CHEBOYGAN COUNTY
318 Main Street
CHEBOYGAN, MICHIGAN 49721
Phone 627-7181 (Area Code 616)

INGHAM COUNTY
Suite 13 Long Commerce Park
6810 South Cedar St. LANSING, MICH. 48910
Phone 694-6191 (Area Code 517)

LAPEER COUNTY
279 North Court
LAPEER, MICHIGAN 48446
Phone 664-8547 (Area Code 313)

MUSKEGON COUNTY
1042 Terrace Street
MUSKEGON, MICHIGAN 49443
Phone 722-1121 (Area Code 616)

SHIAWASSEE COUNTY
229 North Shiawassee St.
CORUNNA, MICHIGAN 48817
Phone 743-3419 (Area Code 517)

WASHTENAW COUNTY
114 North Fourth Ave.
ANN ARBOR, MICHIGAN 48108
Phone 663-0393 (Area Code 313)

1935 Postal Office Plaza
ANN ARBOR, MICHIGAN 48108
Phone 663-3139 (Area Code 313)

CLINTON COUNTY
119 N. Clinton Street
ST. JOHNS, MICHIGAN 48879
Phone 224-1294 (Area Code 517)

JACKSON COUNTY
1003 East Michigan
JACKSON, MICHIGAN 49201
Phone 789-4112 (Area Code 517)

LENAWEE COUNTY
328 North Winter St.
ADRIAN, MICHIGAN 49221
Phone 265-6104 (Area Code 313)

These amounts were paid on 2-1-78 (date of closing) in Full.

10,410 - d	
10,000 - cash	
20,410	--
590	
21,000	
1,000	
22,000	
22,275.64	300

We both agree that the above amount has been counted and approved by all parties

/s/ Walter Woryk
/s/ Irene Woryk
/s/ Osyp Woryk
/s/ Iwanka Woryk
/s/ Zef Berishaj
/s/ Prela Djonovic

Checks

(1)

Archdiocese of Detroit
1234 Washington Blvd.
Detroit, Mich. 48226

Check No. 21658

Dated October 10, 1978

Pay to the Order of St. Paul Albanian Catholic Community
$2,201.53

National Bank of Detroit
Detroit, Michigan

Archdiocese of Detroit
Loan/Deposit Program

/s/_____

(2)

National Bank of Detroit
Detroit, Michigan
Issuing Location 002

Check No. 3355502
Date October 4, 1978

Pay to the order of Rev. Prenk Camaj U.S. $ 10340.21

Rev. Prenk Camaj
Name of Remitter
Cashier's Check

/s/_____
Authorized Signature

(3)

National Bank of Detroit
Detroit, Michigan
Issuing Location 002

Check No. 3355522
Date October 10, 1978

Pay to the order of St. Paul Albanian Church U.S. $ 5000

Gjok Gojcaj
Name of Remitter
Cashier's Check

/s/_____
Authorized Signature

(4)
National Bank of Detroit
Detroit, Michigan
Issuing Location 002

Check No. 3355519
Date October 10, 1978

Pay to the order of Gjergj Ivezaj

U.S. $ 6500

Gjergi Ivezaj
Name of Remitter
Cashier's Check

/s/_____
Authorized Signature

(5)
Peoples State Bank
Hamtramck, Michigan 48212

Check No. 418936
October 10, 1978

Remitter
Prela Djonvic

Pay to the Order of Albanian Community Semple Church
$23,200.00 Dollars

Cashier's Check

/s/_____

(6)
Peoples State Bank
Hamtramck, Michigan 48212

Check No. 418606
October 4, 1978

Remitter
Zef Berishej and Nikoll Gjidoda

Pay to the Order of Zef Berishej and Nikoll Gjidoda
$10,000.00 Dollars

Cashier's Check

/s/_____

[Fold out exhibit]

Warranty Deed [6 pgs]

Lawyers Title Insurance Corporation

Form 562 6-73
QUIT CLAIM DEED—Statutory Form
C.L. 1948, 565.152 M.S.A. 26.572

KNOW ALL MEN BY THESE PRESENTS: That Virginia Tropea

whose address is 3851 Common, Warren, Michigan

Quit Claim(s) to St. Paul Albanian Catholic Community, a Michigan Corporation,

whose address is 8311 Dwyer, Detroit, Michigan 48211

the following described premises situated in the County of Macomb City of Warren and State of Michigan, to-wit:

60a

Commencing at Southeast corner of Section 7, Town 1 North, Range 12 East, thence West 943.15 feet to point of beginning, thence West 380 feet, thence North 1 degree 12 minutes 15 seconds East 615 feet, thence East 380 feet, thence South 1 degree 12 minutes 15 seconds West 615 feet to point of beginning.

Subject to easements, uses and restrictions of record; Except any and all liens and encumbrances which may have accrued or attached herean by, or through the acts or omissions of parties other than the Grantor, subsequent to Land Contract of June 10th, 1975, Virginia Tropea vendor sold to Woryk's vendees the above described property situated in the City of Warren, County of Macomb, State of Michigan, and Land Contract of December 13th, 1977, the Woryk's vendors sold and conveyed their interest, for the sum of $95,000.00 to St. Paul Albanian Catholic Community, a Michigan Co. vendee. On February 1st, 1978 the Woryk's were paid the sum of $22,275.64 and a Quit Claim Deed was conveyed to the Purchaser vendee. In fulfillment of the terms set forth in Land Contract of December 13, 1977 the Grantor conveys and warrants herein the property to Grantee.

for the full consideration of Ninety Five Thousand and 00/100 ----------DOLLARS

EXEMPT UNDER MSA 7.456(10) REVENUE PAID IN LIBER 12075 PAGE 438 REVISED 8-16-02

Dated this 10th day of October 1978

Witnesses:

John Kelmendi

John Kelmendi

Rev. Prenk Camaj

Rev. Prenk Camaj

Signed and Sealed:

Virginia Tropea (L.S.)

Virginia Tropea

Liber 012075 Page 00439 L.S.

(L.S.)

(L.S.)

STATE OF MICHIGAN
COUNTY OF Wayne } ss.

The foregoing instrument was acknowledged before me this 10th day of October 1978

by Virginia Tropea

My commission expires July 21, 1980

Margaret G. White
Notary Public County, Michigan

Instrument Drafted by Michael J. Mazola, Attorney

Business Address 2926 Caniff, Hamtramck 48212

Recording Fee

State Transfer Tax ~~$82.50~~ 104.50

When recorded return to Rev Prenk Camaj Ascension Parish 21050 Ascension, Warren Mi. 48089

Send subsequent tax bills to Prela Djonovic President, St. Paul Albanian Catholic Community 8311 Dwyer St. Detroit, Michigan 48211

Tax Parcel #

50-131189

1378

WARRANTY DEED

STATUTORY FORM

LIBER 3104 PAGE 472

A581923

KNOW ALL MEN BY THESE PRESENTS: That VIRGINIA TROPEA whose address is 3851 Common, Warren, Michigan

Convey S and Warrant S to JOHN F. DEARDEN, Roman Catholic Archbishop of the Archdiocese of Detroit,

whose street number and postoffice address is 1234 Washington Blvd., Detroit, Michigan 48226

the following described premises situated in the City of Warren County of Macomb

and State of Michigan, to-wit:

Commencing at Southeast corner of Section 7, Town 1 North, Range 12 East, thence West 943.15 feet to point of beginning, thence West 380 feet, thence North 1 degree 12 minutes 15 seconds East 615 feet, thence East 380 feet, thence South 1 degree 12 minutes 15 seconds West 615 feet to point of beginning.

Subject to the rights of the Public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

60b

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

M66-13-01-101

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Seventy-Five Thousand ($75,000.00) Dollars

subject to easements, uses and restrictions of record; Except any and all liens and encumbrances which may have accrued or attached hereon by or through the acts or omissions of parties other than the grantor, subsequent to June 10, 1975 said date being the date of a certain land contract in fulfilment of which this deed is given; Purchasers interest and title in said land contract was conveyed by Quit Claim Deed dated March 5, 1979, to the grantee herein.

Dated this 25th day of April 19 79

Signed by:

Signed in the presence of:

Rose Marie Acord
ROSE MARIE ACORD

Virginia Tropea
VIRGINIA TROPEA

Isabella Castiglione
ORABELLO CASTIGLIONE

RECORDED IN MACOMB COUNTY RECORDS AT: 10:22 A.M.
MAY 21 1979

Edna Mitchell
CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

STATE OF MICHIGAN
COUNTY OF Macomb } ss.

The foregoing instrument was acknowledged before me this 25th day of April 19 79 by Virginia Tropea

Carolyn J. Gill
CAROLYN J. GILL Notary Public, Oakland County, Michigan

My Commission expires 5/2/81 19

This is to certify that according to Tax Records there are no tax liens on this property and that taxes are paid for five years previous to date of this instrument except 19 __ to 9263

Date MAY 21 1979

ADAM E. KOWALKOWSKI, Macomb County Treasurer, Per

This certification does not include current taxes now being collected.

1975 Not Examined

City Treasurer's Certificate

MACOMB COUNTY 11 7 83 6

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX

MAY 21 '79 $2.50

RB 10845

When Recorded Return To:
Gerald T. Cushran
Archdiocese of Detroit
1234 Washington Blvd.
Detroit, MI 48226

Send Subsequent Tax Bills To:
Same

Drafted by: Nicholas Smith, P.C.
Attorneys at Law
Business Address
33300 W. Warren, Ste. 107
Westland, MI 48185

Tax Parcel # _____ Recording Fee _____ Revenue Stamps $2.50

DETROIT BOARD OF REALTORS® BUSINESS PROPERTY LEASE FORM 118-A

(1) *This Lease* Made this 20 TH day of MAY 19 81
by and between ST. PAUL ALBANIAN CATHOLIC COMMUNITY, A MICHIGAN NON - PROFIT CORPORATION.

the Lessor, hereinafter designated as the Landlord, and ARCHDIOCESE OF DETROIT & ST. PAUL ALBANIAN CATHOLIC PARISH/CHURCH.

the Lessee, hereinafter designated as the Tenant.

60c

Description (2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the

to wit: THE FOLLOWING PORTION OF THE PREMISES COMMONLY KNOWN AS 3411 TWELVE MILE ROAD WARREN, MI. 48092. TO BE USED AND JOINTLY OCCUPIED BY AND BETWEEN THE PARTIES. THE FRONT OF THE BUILDING IS TO BE USED AS CHURCH FOR ANY AND ALL RELIGIOUS SERVICES NEEDED FOR THE ST. PAUL'S PARISH. THE HALL AND OFFICE SPACE WILL BE JOINTLY USED AND OCCUPIED BY BOTH THE LANDLORD AND TENANT, FOR THE TERM OF TEN (10)YEARS, SUBJECT AND CONDITIONED ON THE PROVISIONS OF CLAUSE TEN.

Term (3) For the term of TEN (10) YEARS UNTIL JULY 11TH, 1992

from and after the JULY 11TH day of JULY, 1981
fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord

Rent for rent of said premises for said term, the sum of LESSEE/TENANT AGREES TO PAY FIFTY (50) DOLLARS FOR EACH USE OF THE SOCIAL HALL. THE ABOVE RENTAL IS A TOKEN FEE BECAUSE COST OF THE USE OF THE SOCIAL HALL & COMMUNITY FACILITIES IS GREATER THAN ST. PAUL'S PARISH CAN AFFORD TO PAY AT THIS TIME. in lawful money of the United States payable in monthly installments in advance, upon the y of each and every month as follows:

ONE DOLLAR ($ 1.00)IS TO BE PAID BY LESSEE TO THE LESSOR ON THE FIRST DAY OF EACH AND EVERY MONTH IN ADVANCE WITHOUT DEMAND IN CONSIDERATION OF THE PREMISES.

AND FIFTY DOLLARS ($ 50.00) FOR EACH USE OF THE SOCIAL HALL.

Rent (4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

Insurance (5) In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Landlord on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

Assignment (8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to reenter and repossess the leased premises.

Bankruptcy and Insolvency (9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

Right to Mortgage (10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

Use and Occupancy

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for JOINTLY USED AND OCCUPIED AS OFFICE & COMMUNITY HALL ID FACILITIES, and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, *and that on any breach of this agreement the Landlord may at his option* terminate this lease forthwith and reenter and repossess the leased premises.

Fire

(12) It is understood and agreed that *if* the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenantable and pro rata for the portion rendered untenantable, in case a part only is untenantable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs

(13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefor agrees to keep in good order and repair the roof and the four outer walls of the premises but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith.

Insurance

And the Tenant agrees to keep the plate glass insured with a responsible Insurance Company in the name of the Landlord and to deliver the policy or policies to the Landlord and upon his failure to do so the Landlord may place such insurance and charge the same to the Tenant as so much additional rent as provided in Paragraph 6; but the failure on the part of the Landlord to place such insurance does not release the Tenant of the liability.

Tenant to Indemnify

(14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of THREE-HUNDRED THOUSAND DOLLARS ($300,000.00) for damages resulting to one person and ONE MILLION DOLLARS ($ 1, 000,000.00) for damages resulting from one casualty, and TWO-HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

Repairs and Alterations

(15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof *in as* good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

The Tenant covenants and agrees that *if* the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and safety of other parts of the Landlord's building

Eminent Domain

IF THE WHOLE OF THE LEASED PREMISES SHALL BE TAKEN Y A PUBLIC AUTHORITY UNDER THE POWER OF EMINENT DOMAIN, THEN THE TERM OF THIS LEAS HALL CEASE AS OF THE DAY POSSESSION SHALL BE TAKEN BY SUCH PUBLIC AUTHORITY ND THE RENT SHALL BE PAID UP TO THAT DAY WITH A PROPORTIONATE REFUND BY LANDLORD F ANY PREPAID RENT. IF LESS THAN THE WHOLE BUT MORE THAN THIRTY-FIVE (35%) PERCENT F THE LEASED PREMISES SHALL BE TAKEN UNDER EMINENT DOMAIN, EITHER PARTY SHALL HAVE HE RIGHT TO TERMINATE THIS LEASE AND DECLARE THE SAME NULL AND VOID BY NOTICE IN RITING DELIVERED TO THE OTHER PARTY WITHIN TEN (10) DAYS AFTER SUCH TAKING. IF EITHER PARTY ELECTS TO TERMINATE THIS LEASE, TENANT SHALL CONTINUE TO USE AND CCUPY JOINTLY THE REMAINDER OF THE LEASED PREMISES, AND ALL OF THE TERMS OF THIS EASE SHALL CONTINUE IN FULL OPERATIVE FORCE AND EFFECT, EXCEPT THAT THE RENT SHALL E REDUCED IN PROPORTION TO THE VALUE OF THE PREMISES TAKEN. ALL DAMAGES AWARDED FO OR ANY TAKING UNDER THE POWER OF EMINENT DOMAIN, WHETHER FOR THE WHOLE OR A PART F THE LEASED PREMISES, SHALL BELONG TO AND BE THE PROPERTY OF LANDLORD WHETHER SUC AMAGES SHALL BE AWARDED AS COMPENSATION FOR DIMINUTION IN VALUE TO THE LEASEHOLD O THE FEE OF THE PREMISES; PROVIDED, HOWEVER, THAT LANDLORD SHALL NOT BE ENTITLED O ANY AWARD MADE TO TENANT FOR REMOVAL OF STOCK AND FIXTURES.

(17) The Tenant covenants that he will not [illegible] said leased premises and reserves or use the roof for any purpose without the consent in writing of the Landlord.

Care of Premises

(18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

(19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

Condition of Premises at Time of Lease

(20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

(21) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes

Re-Renting (22) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

Holding Over (23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Gas, Water, Heat, Electricity (24) The LANDLORD shall pay all charges made against said leased premises for gas, water, heat and electricity during the continuance of this lease, as the same shall become due.

Advertising Display (25) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

Access to Premises (26) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

Reentry (27) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Tenant and each and every occupant to remove and put out.

Quiet Enjoyment (28) The Landlord covenants that the said Tenant, on payment of all the said rents, installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses—Damages Reentry (29) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expenses incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

Remedies not Exclusive (30) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Waiver (31) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Delay of Possession (32) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

Notices (33) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(34) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "theirs."

(35) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(36) In the event security is given, Paragraph 37 on the last page shall be deemed a part of this lease.

(38) LANDLORD/LESSOR SHAL HAVE THE RIGHT TO TERMINATE THIS LEASE EFFECTIVE UPON THIRTY (30) DAYS WRITTEN NOTICE TO QUIT TO TENANT/LESEE IF BUILDING IS SOLD OR ENTIRE BUILDING IS LEASED, IF LANDLORD LESSOR DELIVERS WRITTEN NOTICE TO TENANT/LESEE THAT THEY HAVE REACHED AGREEMENT IN PRINCIPLE TO LEASE THE BUILDING IN WHICH THE LEASED PREMISES ARE LOCATED WITH AN IDENTIFIED THIRD PARTY.

IF TENANT/LESEE IS NOT IN DEFAULT UNDER THE TERMS OF THIS LEASE, TENANT/LESEE SHALL HAVE THE OPTION, UPON WRITTEN NOTICE TO LANDLORD/LESSOR DELIVERED AT LEAST SIXTY (60) DAYS PRIOR TO THE TERMINATION OF THIS LEASE, TO EXTEND THE LEASE FOR A PERIOD OF FIVE (5) YEARS FROM JULY 11TH 1992 TO JULY 10TH 1997.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

"LANDLORD" (L. S.)

PRELA DJONOVIC, PRESIDENT (L. S.)

ST. PAUL ALBANIAN CATHOLIC (L. S.)

COMMUNITY, A MICHIGAN CO. (L. S.)

"TENANT" (L. S.)

REV. PRENE CAMAJ, PASTOR (L. S.)

ST. PAUL ALBANIAN CATHOLIC CHURCH

ARCHDIOCESE OF DETROIT

THE ABOVE AGREEMENT HAS BEEN OFFICIALLY APPROVED BY THE CHANCERY FOR THE ARCHDIOCESE OF DETROIT.

Form 118A — Revised October 1978

EXTENTION AND MODIFICATION AGREEMENT

Of Lease

THIS AGREEMENT, entered into this 24th day of May, 1982, between ST. PAUL ALBANIAN CATHOLIC COMMUNITY, A MICHIGAN CORPORATION., as Lessor or Landlord, and ARCHDIOCESE OF DETROIT & ST. PAUL ALBANIAN CATHOLIC PARISH/CHURCH, as Lesee or Tenant, extending and modifying the Lease of the Building No. 3411 Twelve Mile Road Warren, Michigan 48092.

NOW, in consideration of the premises and of the sum of one dollar ($ 1.00) paid by Lesee to the Lessor on the first day of each and every month in advance without demand.

WITNESSETH, that the said Leassor does this day lease unto said Lessee, and said Lessee does hereby acknowledge, said Lease is extended and modified to 24th day of May, 1997, to be used and jointly occupied by and between the parties. The front of the Building is to be used as Church for any and all religious services needed for the Saint Paul's Parish. The Hall and Office space will be jointly used and occupied by both the Landlord and Tenant, for the term of FIFTEEN (15) YEARS, subject and conditioned on the provisions of clause ten of the existing Lease. Rental Payment for use of said Community Facilities for all other services such as weddings, funerals and baptisms. Both parties agree also that the social hall of the ST. PAUL ALBANIAN CATHOLIC COMMUNITY CENTER, will be rented to the parishioners of ST. PAUL ALBANIAN CATHOLIC PARISH/CHURCH & ARCHDIOCESE OF DETROIT, for any and all social gatherings provided the dates of use do not interfere with the functions of ST. PAUL ALBANIAN CATHOLIC COMMUNITY, A MICHIGAN CORPORATION. Lessee agrees to pay fifty dollars ($ 50.00) for each use of the social hall. The above rental is a token fee because cost of the use of the Community Facilities is greater than ST. PAUL'S PARISH can afford to pay at this time. Therefore, it is understood by both Lessor and Lessee that rental fees will increase as maintenance costs require it.

IT IS expressly understood that in all other respects, said terms and conditions of the lease shall be in full force and effect.

THIS extention and modification agreement shall bind the heairs, executors, administrators and assigns of the respective parties.

IT IS FRUTHER understood and agreed by and between the parties that the obligation to pay the entire amount is the request of the Lessee. Lessor acknowledges the receipt of the agreed rental amount of ONE HUNDRED AND EGHTY ($ 180.00) dollars, owed for the term of FIFTEEN (15) YEARS, beginning this 24th day of May, 1982, and ending the 24th day of May, 1997.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above writen.

Signed, Sealed and Delivered this 24th day of May, 1982, in the presence of :

Witness:

Fr. Andrew Nagaj

Prela Djonovic

Lessor — Prela Djonovic, President St. Paul Albanian Catholic Community, a Michigan Co.

Fr. Gerald Martin

Lessee — Fr. Gerald Martin, Vicar Archdiocese of Detroit & St. Paul Albanian Catholic Parish/Church

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

Subscribed and sworn to before me on this 24th day of May, 1982.

Notary Public

My Commission Expires: 2.22.1983

This Instrument prepared by : Fr. Gerald Martin, Vicar

The above agreement has been officially approved by the Chancery for the Archdiocese of Detroit and through his official designee, Fr. Gerald Martin, Vicar.

APPENDIX I

ST. PAUL ALBANIAN CATHOLIC COMMUNITY,
A MICHIGAN CORPORATION
3411 Twelve Mile Road
Warren, Michigan 48092

May 19, 1982

Fr. G. Martin, Vicar
Archdiocese of Detroit
St. Rene Catholic Church
35955 Rayan
Sterling Hts., Michigan 48310

Re: Lease Agreement Extension

Dear Fr. Martin, Vicar:

Everyone is in accord to honor your request for an additional year to the agreement granted Rev. Prenk Camaj on July 11, 1981 by The Board of Directors of St. Paul Albanian Catholic Community, a Michigan Nonprofit Corporation the sole owner of the property-land and its erected community building, whose address is 3411 E. 12-Mile Road, Warren, Michigan 48092. The Board of Director by a unanimous vote decided to AMEND "The RESOLUTION of July 11th 1981", and hereby extended from July 11, 1981 to July 11, 1992. All other conditions and terms remain unchanged.

This Original Agreement that you (Fr. Martin) and Mr. John Kelmendi negotiated on behalf of St. Paul Albanian

Catholic Perish and Archdiocese of Detroit Vicariate the use of the Community duration of this agreement ending on July 11th 1992.

It is so decided and agreed by all!

Sincerely yours,

/s/_____
Prela Djonovic, President of the Board of Directors St. Paul Albanian Catholic Community, a Michigan Nonprofit Corporation

Pray for the Religious Freedom of the Albanian Nation
Lutju Per Lirin Fetare Te Kombit Shqiptar

APPENDIX J

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

Case No. 02-3297
[Filed: August 13, 2002]

St. Paul Albanian Catholic Community, a Michigan Corporation, Plaintiff,	)
v.	)
Adam Maida, in his individual and official capacity of Cardinal of the ROMAN CATHOLIC ARCHDIOCESE OF DETROIT, ANTON KCIRA, THE ROMAN CATHOLIC ARCHDIOCESE OF DETROIT and the WARREN CONSOLIDATED SCHOOL DISTRICT, Jointly and Severally, Defendants.	)

Honorable Deborah A. Servitto

Bodman, Longley & Dahling LLP
By: Joseph E. Viviano (P60378)
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
(248) 743-6000
Attorneys for Defendants Adam Maida, Cardinal of the ROMAN CATHOLIC ARCHDIOCESE OF DETROIT, and THE ROMAN CATHOLIC ARCHDIOCESE OF DETROIT

Tiffany Daugherty (P58779)
PO Box 250964
West Bloomfield, MI 48325
(248) 737-0535
Attorney for Plaintiff

O'Reilly, Rancilio, Nitz, Andrews, Turnbull & Scott, P.C.
John A. Nitz (P18310)
12900 Hall Road, #350
Sterling Heights, MI 48313
(586) 726-1000
Attorney for WARREN CONSOLIDATED SCHOOL DISTRICT

STIPULATED ORDER HOLDING BRIEFING AND HEARING SCHEDULE IN ABEYANCE AND SETTING JUDICIAL CONFERENCE

At a session of said Court held in the Courthouse, City of Mt. Clemens, Macomb County, Michigan on Aug. 08, 2002.

Present: Hon. Deborah A. Servitto
Circuit Court Judge

This matter having come before the Court pursuant to the stipulation of the parties; the Court being advised that after meeting to resolve the issues presented by plaintiff's complaint, the parties are in agreement that the current briefing and hearing schedule would not further a resolution of this matter; and the Court being further advised that the parties would like to discuss a possible dismissal or other resolution of this matter; and the Court being further advised that the parties would like to discuss a possible dismissal or other resolution of this matter with the Court;

IT IS ORDERED that the parties shall not be required to appear before the Court on August 19, 2002 as previously set forth in the Court's July 29, 2002 order. The hearing schedule shall be held in abeyance pending a judicial conference.

IT IS FURTHER ORDERED that defendants shall not have to file an answer to plaintiff's complaint pending a judicial conference.

IT IS FURTHER ORDER that the parties shall attend a judicial conference with Judge Deborah Servitto on August 16, 2002 at 8:30 a.m. to discuss a possible dismissal or other

resolution of this matter, and, if necessary, to set a new schedule for answering the complaint and briefing.

This order does not resolve the last pending claim and does not close the case.

/s/_____
Donald G. Miller
In the absence of Judge Deborah A. Servitto

Stipulated and agreed to by:
/s/_____
Tiffany Daugherty (P58779)
Attorney for Plaintiff

/s/_____
Joseph E. Viviano (p60378)
Attorney for Defendants Adam Maida, Archbishop of the Roman Catholic Archdiocese of Detroit, Father Anton Kcira, and the Archdiocese of Detroit

/s/_____
Robert C. Davis (P40155)
Attorney for Warren Consolidated School District

(Copy of Envelope Cover)

First Class Mail
Mount Clemens, MI

From: **ADAM E. NOWakowski**
Macomb County Tresurer
1st Floor Macomb County Building
Mount Clemens, Michigan 48043

ADDRESS CORRECTION REQUESTED

TO: St. Paul Albanian Catholic Community
8311 Dwyer
Detroit, MI 48211

IMPORTANT LEGAL NOTICE INSIDE
From the Office of:
ADAM E. NOWakowski
Macomb County Treasurer

NOTICE OF PROPERTY TAX DELINQUENCY

June 8, 1981
As of March 1, 1980 Interest is 1% per Month

Description of Land

City, Village, Or Township: City of Warren

Parcel Identification No.: 13-07-476-018
N 177A & B2 $T1N,R12E SEC 7 COMM AT SE COR SEC 7; TH W 943.15 FT TO PT OF BEG; TH W 380.0 FT; TH N01*12'15"E 615.0 FT; TH E 380.0 FT; TH S01*12'15"W 615.0 FT TO PT OF BEG. 5.365 A.

St. Paul Albanian Catholic Community
8311 Dwyer
Detroit MI 48211

Year of Tax	1979	Total
Amount Now Delinquent	2218.23	2218.23
Pay in Month of:		
Jun. 1981	2661.88	2661.88
Jul, 1981	2684.06	2684.06

Please Return This Notice With Your Remittance To:

ADAM E. NOWakowski
Macomb County Tresurer
1st Floor Macomb County Building
Mount Clemens, Michigan 48043

Macomb County Treasurer

TED B. WAHBY

2001 TAXES DELINQUENT AS OF 3/1/02
"NOT ON FILE"

WARREN

Property Number: 12-13-07-476-018

Property Address: 3411 Twelve Mile

Alt. Property Number:

School Code: 50230

Tax Year	Tax Value	Base Tax	Base Tax Due
2001			0.00
2000	0		0.00
1999	0		0.00
1998	0		0.00
1997	0		0.00
1996	0		0.00
1995	0		0.00
1994	0		0.00
1993	0		0.00
1992	0		0.00
Total			0.00

Tax Year	Interest/Fees Due	Total Due	Last Pmt
2001	0.00	0.00	
2000	0.00	0.00	
1999	0.00	0.00	
1998	0.00	0.00	
1997	0.00	0.00	
1996	0.00	0.00	
1995	0.00	0.00	
1994	0.00	0.00	
1993	0.00	0.00	
1992	0.00	0.00	

Fees Due As of: 04/01/02

Description of Property:

N 177A & B2 $T1N,R12E SEC 7 COMM AT SE COR SEC 7; TH W 943.15 FT TO PT OF BEG; TH W 380.0 FT; TH N01*12'15"E 615.0 FT; TH E 380.0 FT; TH S01*12'15"W 615.0 FT TO PT OF BEG. 5.365 A.

History Fees: 0.00

1970 Taxroll
James v. Tropea

Taxpayer: St. Paul Albanian
03411 Twelve Mile
Warren

These amounts were paid on 2-1-78 (date of closing) in Full.

10,410 - d	
10,000 - cash	
20,410	
590	
21,000	
1,000	
22,000	
22,275.64	300

We both agree that the above amount has been counted and approved by all parties

/s/ Walter Woryk
/s/ Irene Woryk
/s/ Osyp Woryk
/s/ Iwanka Woryk
/s/ Zef Berishaj
/s/ Prela Djonovic